COUNTY OF LOS ANGELES
Public Health

JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

JONATHAN E. FREEDMAN
Chief Deputy Director

313 North Figueroa Street, Room 806
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ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES
#27 SEPTEMBER 6, 2011
SACHI A. HAMAI
EXECUTIVE OFFICER

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First District
Mark Ridley-Thomas
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September 06, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

APPROVAL OF TWO PROPOSITION A AGREEMENTS
FOR LABORATORY COURIER SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)

SUBJECT

Request approval of two new Proposition A Agreements with Accurate Courier Services, Inc. for the continued provision of laboratory courier services to and from designated locations within Los Angeles County for the Department of Public Health and the Department of Health Services.

IT IS RECOMMENDED THAT YOUR BOARD:

JOINT RECOMMENDATION WITH DEPARTMENT OF HEALTH SERVICES THAT YOUR BOARD:

1. Make a finding pursuant to Los Angeles County Code Section 2.121.420 that laboratory courier services, as described herein, can be performed more economically by an independent contractor.

2. Instruct the Mayor to execute a Proposition A (Prop A) Agreement with Accurate Courier Services, Inc. (Accurate), for the provision of laboratory courier services to the Department of Public Health (DPH), for the term of October 1, 2011 through September 30, 2016 with an option to extend the term on a month-to-month basis not to exceed six months, with an annual estimated contract obligation of $301,482.

3. Instruct the Mayor to execute a Prop A Agreement with Accurate, for the provision of laboratory courier services to the Department of Health Services (DHS), for the term of October 1, 2011 through September 30, 2016 with an option to extend the term on a month-to-month basis not to exceed six

months, with an annual estimated contract obligation of $374,091.

4.Delegate authority to the DPH and DHS Directors', or their designees, to execute amendments to the respective Agreements, to: a) exercise the option to extend the term on a month-to-month basis for up to six months under the same terms and conditions; b) add and/or change non-substantive terms and conditions in the Agreement; c) add, delete, or change DPH and DHS facilities and routes to meet critical patient care or departmental needs, and make permitted changes to the scope in services which may have an effect on Contractor compensation levels, d) approve cost-of-living adjustments (COLAs), at the County's discretion, consistent with your Board's COLA policy, and e) approve fuel price adjustments on a quarterly basis, at the County's discretion, based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy for California (DOE), subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended Prop A Agreements will ensure the continued provision of critical services to DPH and DHS (Departments). Laboratory courier services are currently provided to the Departments by a single contractor under one contract that expires September 30, 2011. DPH, in collaboration with DHS, conducted a competitive solicitation and as a result of that process is recommending separate Agreements for your Board's approval.

Approval of the first recommendation is necessary to comply with Los Angeles County Code Section 2.121.420, which requires that contracting under Prop A be cost-effective and operationally feasible. The Auditor-Controller (A-C) did not perform a cost analysis since the annual estimated cost for each Agreement did not meet the $1,000,000 threshold for review. However, DPH prepared the cost analyses in accordance with A-C guidelines and methodologies using a comparison of Estimated Avoidable Cost to the cost of contracting and determined that contracting for the services remains cost-effective and operationally feasible. Attachments A and B provide additional information. There is no employee impact as a result of the Agreements because services are currently contracted.

Approval of the second and third recommendations will allow the Mayor to execute two successor Agreements with Accurate, Exhibits I and II, for the continued provision of laboratory courier services to and from designated locations within Los Angeles County for the Departments. Each Department will be responsible for administration and monitoring of their respective Agreements.

Approval of the fourth recommendation will allow the Directors to exercise the option to extend the term of each Agreement on a month-to-month basis not to exceed six months and amend the Agreements to make changes to non-substantive terms and conditions; changes in scope of services including adding, deleting, or changing facilities or routes to meet critical patient care or departmental needs; approve COLA's, consistent with Board policy; and approve fuel price adjustments, pursuant to the terms of the Agreements. In compliance with Los Angeles County Code Section 2.121.300, each Agreement contains an express delegation of authority to the Directors to extend the term of the Agreements.

The service pricing is fixed for the first three years of the Agreements, except for the fuel component. Quarterly fuel price adjustments, if approved, will be based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm for Gasoline – Regular (monthly)

for California and pursuant to the terms and conditions of the Agreements. Beginning on October 1, 2014, COLA adjustments, if approved, will be consistent with your Board's COLA policy, and pursuant to the terms and conditions of the Agreements.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness, and Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The annual estimated contract obligation for DPH is $301,482, 100 percent offset by net County cost. Funding is included in DPH's fiscal year (FY) 2011-12 Budget and will be requested in future FY's.

The annual estimated contract obligation for DHS is $374,091. Funding is included in DHS's FY 2011-12 Adopted Budget and will be requested in future FY's.

The Laboratory Courier Services Agreements under the Prop A exception to the civil service requirement to use County employees will annually save the County approximately $378,568 for DPH, a savings of 56 percent, and $536,353 for DHS, a savings of 60 percent.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Laboratory courier services have been contracted out since 1998. Services include transporting laboratory specimens, reports, supplies, and other materials to and from designated locations within Los Angeles County. A successful courier service is
required to provide the timely pick up and delivery of laboratory items, with the assurance that items are transported under the appropriate transport conditions, guaranteeing specimen integrity and the security and confidentiality of all documents, laboratory reports, and medical records related to the laboratory specimen.

Laboratory courier services fall under Los Angeles County Code Section 2.121.250 (Prop A) guidelines and are subject to the provisions of the County's Living Wage Program as set forth in Los Angeles County Code 2.201. Accurate is in compliance with the Living Wage Program requirements.

The Agreements may be terminated for convenience by the County at its sole discretion, upon 10 days prior written notice to the Contractor.

The decision to have separate Agreements for each Department was made to provide clarity regarding each parties responsibilities and facilitate compliance with contract monitoring requirements. County Counsel has reviewed and approved the recommended Agreements set forth in Exhibits I and II, as to use and form. County's Chief Executive Office, Risk Management Branch/Operations has reviewed and approved the insurance and indemnification provisions. Attachments A and B provide additional information on the County's estimated avoidable costs and Attachment C is a copy of the solicitation opportunity announcement.

The award of these Agreements will not result in unauthorized disclosure of confidential information.

CONTRACTING PROCESS

On February 17, 1998, your Board approved a Prop A Agreement No. 71250 with First Class Services, Inc. dba Consolidated Routing (Consolidated), effective February 17, 1998 through December 31, 2000, at an estimated annual cost of $305,032. On June 19, 2001, your Board approved Agreement No. H-212732 with NOW Medical Services (NOW) for the provision of HIV laboratory specimen transportation services for the Public Health Laboratory, effective July 1, 2001 through June 30, 2002, at an estimated annual cost of $140,000.

Since the original award, Agreement No. H-212732 had undergone 5 amendments and Agreement No. 71250 has undergone 15 amendments, including the addition of service site locations, term extensions, rate adjustments, and updates to the Living Wage rates and language.

On June 20, 2006, your Board approved the termination for convenience of Agreement No. H-212732, effective August 31, 2006. As a result, services shifted to Agreement No. 71250.

On August 15, 2006, the Agreement was amended to reflect a change in ownership from Consolidated to Accurate Courier Services Inc, to provide for the addition or deletion of pickup sites, and increase the per stop pickup rate due to unforeseen fuel cost increases On March 16, 2010, your Board approved Amendment Number 14 to extend the term for six months, effective April 1, 2010 through September 30, 2010. On September 14, 2010, your Board approved Amendment Number 15, extending the term through September 30, 2011 to allow DPH, in collaboration with DHS, time to release a Request for Proposals (RFP) and return to your Board for approval of a successor agreement.

On March 10, 2011, DPH, in collaboration with DHS, released an RFP to solicit proposals from qualified laboratory courier contractors for the provision of services transporting laboratory specimens, reports, supplies, and other materials to and from designated locations within Los Angeles County. The solicitation and contracting opportunity announcement was posted on the County's "Doing Business with Us" web site (Attachment C). In addition, the contracting opportunity was advertised in the Metropolitan News-Enterprise. Seven potential proposers attended the mandatory proposers' conference held on April 6, 2011.

By the April 25, 2011 proposal submission deadline, four agencies submitted proposals in response to the RFP. The Evaluation Committee, consisting of representatives from DPH and DHS, evaluated proposals in accordance with the Evaluation Methodology for Proposals – Policy 5.054 approved by your Board on March 31, 2009. Factors such as the proposer's approach to providing required services, the proposer's quality control plan, Living Wage Compliance, and lowest cost determined the scores. Accurate's proposal was the lowest cost and received the highest score. Accurate will pay its employees a living wage of not less than $11.84 per hour without health benefits in accordance with Living Wage Ordinance 2.201.040.

On June 17, 2011, Award Information notices were sent to the four agencies and offered debriefings to the non-selected proposers. Subsequently, two of the non-selected agencies requested a debriefing. Although the agencies were satisfied with the debriefings each expressed an interest in receiving a copy of the recommended proposer's proposal. As a result, the two agencies submitted a Notice of Intent to Request a Proposed Contractor Selection Review (PCSR). No PCSR's were received by the deadline.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The award of these Agreements will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired.

The Agreements will not result in reduced services.

The Departments have determined that there are alternative resources available in the event of default.

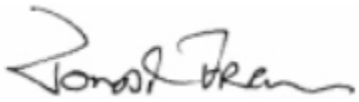
There is no employee impact as a result of these Agreements since services are currently being provided under a contract.

Approval of the recommendations will ensure the continued and uninterrupted provision of Prop A laboratory courier services for DPH and DHS.

CONCLUSION

Upon approval and execution of the two recommended Agreements, it is requested that the Executive Officer/Clerk of the Board, return two originally signed copies of each Agreement to the Department of Public Health.

Respectfully submitted,



JONATHAN E. FIELDING, M.D., M.P.H.
Director and Health Officer

Mitchell H. Katz, M.D.
Director

JEF:pm

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors
Internal Services Department

ATTACHMENT A

DEPARTMENT OF PUBLIC HEALTH

COST COMPARISON FOR PROPOSITION A LABORATORY COURIER SERVICES

COUNTY
(Annual Estimated Avoidable Costs)

DIRECT			
Salaries	$309,438		
Employee Benefits	$144,096		
Total S&EB Cost		$453,534	
Services and Supplies (fuel, vehicles, etc.)		$151,743	
INDIRECT COST		$74,773	
		TOTAL ESTIMATED COUNTY COST	$680,050

CONTRACTOR
(Annual Cost)

DIRECT			
Salaries	$197,014		
Employee Benefits			
Payroll Taxes, Insurance, Misc.	$31,285		
Total S&EB Cost		$228,299	
Services and Supplies (fuel)		$48,267	
INDIRECT			
General Accounting, Mgmt Ovhd.		$3,812	
Annual Profit (7%)		$21,104	
		ANNUAL MAXIMUM CONTRACT SUM	$301,482

ANNUAL ESTIMATED SAVINGS FROM CONTRACTING	$378,568
SAVINGS PERCENTAGE	56%

ATTACHMENT B

DEPARTMENT OF HEALTH SERVICES
COST COMPARISON FOR PROPOSITION A LABORATORY COURIER SERVICES

COUNTY
(Annual Estimated Avoidable Costs)

DIRECT			
Salaries	$340,151		
Employee Benefits	$172,695		
Total S&EB Cost		$512,846	
Services and Supplies (fuel, vehicles, etc.)		$209,174	
INDIRECT COST		$178,035	
		TOTAL ESTIMATED COUNTY COST	$900,055

CONTRACTOR
(Annual Cost)

DIRECT			
Salaries	$221,641		
Employee Benefits	$0		
Payroll Taxes, Insurance, Misc.	$35,196		
Total S&EB Cost		$256,837	
Services and Supplies (fuel)		$73,857	
INDIRECT			
General Accounting, Mgmt Ovhd.		$7,550	
Annual Profit (7%)		$25,459	
		ANNUAL MAXIMUM CONTRACT SUM	$363,703

ANNUAL ESTIMATED SAVINGS FROM CONTRACTING	$536,353
SAVINGS PERCENTAGE	60%

Bid Information

Bid Number : RFP Courier 2011
Bid Title : Request For Proposals For Laboratory Courier Svcs.
Bid Type : Service
Department : Public Health Program & Services
Commodity : COURIER/DELIVERY SERVICES (INCLUDING AIR COURIER SERVICES)
Open Date : 3/10/2011
Closing Date : 4/25/2011 3:00 PM
Notice of Intent to Award : View Detail
Bid Amount : N/A
Bid Download : Available
Bid Description : The Los Angeles County Departments of Public Health and Health Services are releasing a Request for Proposals, to solicit proposals from qualified laboratory courier contractors for the provision of services transporting laboratory specimens, reports, supplies, and other materials to and from designated locations within Los Angeles County. The notice of intent to release RFP may be viewed/downloaded at the following website: http://publichealth.lacounty.gov/cg/

The RFP describes the service requirements as well as criteria and procedures for submission of proposals. Electronic copies of the RFP can be obtained directly through the internet at http://publichealth.lacounty.gov/cg/, http://cg.dhs.lacounty.gov/, http://camisvr.co.la.ca.us/lacobids/BidLookUp/BidOpenStart.asp.
Contact Name : Paula McGehee
Contact Phone# : (213) 240-8451
Contact Email : pmcgehee@ph.lacounty.gov
Last Changed On : 4/20/2011 10:39:13 AM

Back to Last Window

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CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH

AND

ACCURATE COURIER SERVICES, INC.

FOR

LABORATORY COURIER SERVICES

77652

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F CONTRACTOR'S ADMINISTRATION

G CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

H JURY SERVICE ORDINANCE

I SAFELY SURRENDERED BABY LAW

UNIQUE EXHIBITS
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M1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
M2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT
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N CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

SB 1262 – NONPROFIT INTEGRITY ACT OF 2004

O CHARITABLE CONTRIBUTIONS CERTIFICATION

CONTRACT BETWEEN
COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC HEALTH

AND

ACCURATE COURIER SERVICES, INC.

FOR

LABORATORY COURIER SERVICES

This Contract and Exhibits made and entered into this 6th day of September, 2011 by and between the County of Los Angeles, hereinafter referred to as County and Accurate Courier Services, Inc. hereinafter referred to as Contractor. Accurate Courier Services, Inc. is located at 11022 Santa Monica Boulevard, Suite 100, Los Angeles, California 90025.

RECITALS

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, County has established and operates, through its Department of Public Health (hereafter DPH) a network of County facilities; and

WHEREAS, the County may contract with private businesses for Laboratory Courier Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Laboratory Courier Services as described hereunder and possesses the competence, expertise, and personnel required to provide such services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Laboratory Courier Services; and

WHEREAS, this Contract is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

77652

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N and O are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be r esolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B1 - Price Sheet-Routine Route Services

1.3 EXHIBIT B2 - Price Sheet-Non-Routine Services

1.4 EXHIBIT B3 - Budget Sheet

1.5 EXHIBIT C - Contractor's Schedule

1.6 EXHIBIT D - Contractor's EEO Certification

1.7 EXHIBIT E - County's Administration

1.8 EXHIBIT F - Contractor's Administration

1.9 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement

1.10 EXHIBIT H - Jury Service Ordinance

1.11 EXHIBIT I - Safely Surrendered Baby Law

Unique Exhibits:

Prop A - Living Wage Program

1.12 EXHIBIT J - Living Wage Ordinance

1.13 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments

1.14 EXHIBIT L - Payroll Statement of Compliance

Health Insurance Portability AND Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) Agreement

1.15 EXHIBIT N - Contractor's Obligations as a " Business Associate" Under the Health Insurance Portability AND Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)

SB 1262 - Nonprofit Integrity Act of 2004

1.16 EXHIBIT O - Charitable Contributions Certification

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be c onstrued to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **Contract:** An agreement executed between County and Contractor. It sets forth the terms and c onditions for the issuance and performance of the Statement of Work, Exhibit A.

2.2 **Contractor:** The sole proprietor, partnership, limited liability company or corporation that has entered into a c ontract with the County to perform or execute the work covered by the Statement of Work.

2.3 **Contractor's Project Manager:** The individual designated by the Contractor to administer the Contract operations after the Contract award.

2.4 **County Project Monitor:** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and al l tasks, deliverables, goods, services and ot her work provided by the Contractor.

2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the County's Project Manager.

2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Contract.

2.7 **Day(s):** Calendar day(s) unless otherwise specified.

2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.9 **Facility:** A County of Los Angeles, Department of Public Health service site.

3.0 WORK

3.1 Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on t ime, all tasks, deliverables, services and other work as set forth in Exhibit A, Statement of Work.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

4.1 The term of this Contract shall commence on October 1, 2011 and continue in full force and effect for a period of five (5) years, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

4.2 The County shall have the sole option to extend this Contract term for on a month to month basis, not to exceed six (6) months for a maximum total Contract term of five (5) years and six (6) months. Such option extension shall be exercised at the sole discretion of the Department.

4.3 The Contractor shall notify the Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided in Exhibit E - County's Administration.

5.0 CONTRACT RATES

5.1 For performance of services under this Contract, Contractor shall be compensated based on t he "All Inclusive Fixed Fee Per Stop/Pick Up" rate multiplied by the "Number of Stops Per Month" as described in Exhibit B1, Price Sheet - Routine Route Services. Compensation for Non-Routine Services shall be ac cording to the "All Inclusive Charge Per Mile" rate as described in Exhibit B2.

During the first three (3) years of the contract, all rates of compensation to Contractor will remain fixed with the single following exception: The fuel price, as listed in Exhibit B3, may be adjusted, unilaterally by Director via an Administrative Amendment, on a q uarterly basis, at the County's sole discretion, beginning three (3) months after the effective date of the Contract. The adjustment, if any, shall be based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at

http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm for Gasoline – Regular (monthly) for California. The first fuel price percentage change may occur on January 1, 2012, using the DOE fuel price for the month of April 2011, $4.160, (Four Dollars and Sixteen Cents) as the initial basis for any adjustment. After an initial fuel price adjustment has been made by Director, any subsequent adjustment to the fuel price shall be based on a comparison with the most recently adjusted and published DOE fuel price for the month prior to the effective date of the quarter.

However, when the percentage increase or decrease in the applicable (either the April 2011 or subsequently Director adjusted) DOE fuel price is less than 5 percent from the most recently adjusted and published DOE fuel price, no fuel adjustment shall be granted by Director. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, to Exhibits B1, B2, and B3. Such adjustments will be applied to the "All Inclusive Fixed Fee per Stop/Pick Up" for Routine Services and the "All Inclusive Charge Per Mile" for Non-Routine Services.

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the appropriate Department (DPH) at the address provided in Exhibit E.

5.4 **No Payment for Services Provided Following Expiration/ Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract

shall not constitute a waiver of County's right to recover such payment from the Contractor. T his provision shall survive the expiration or other termination of this Contract.

5.5 **Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which include the actual "Number of Stops Per Month" multiplied by the "All Inclusive Fixed Fee Per Stop/Pick Up" under the terms of this Contract. Invoices for Non-Routine Services shall include "All Inclusive Charge Per Mile", miles driven to perform service, and details on type of route service provided further described in Exhibit A, Statement of Work, Paragraph 11.0 Non-Routine Services. The Contractor's payments shall be as provided in Exhibit B1 - Price Sheet-Routine Route Services, and B2, Price Sheet-Non-Routine Services and the Contractor shall be paid only for the tasks, deliverables, goods, services, and ot her work approved in writing by the County. If the County does not approve work in writing no payment shall be due to the Contractor for that work.

5.5.2 The **Contractor's invoices shall be priced in accordance with Exhibit B1 - Price Sheet-Routine Route Services, and B2, Price Sheet-Non-Routine Services**. Exhibit B3 provides the detailed cost for providing services under this Agreement.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- **Exhibit K - Monthly Certification for Applicable Health Benefit Payments** (if applicable)
- **Exhibit L - Payroll Statement of Compliance**

5.5.5 All invoices under this Contract shall be submitted in two (2) copies to the respective billing as identified in Exhibit E, County's Administration.

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 **Local Small Business Enterprises – Prompt Payment Program – INTENTIONALLY OMITTED** (not applicable)

5.6 Cost of Living Adjustments (COLA's)

Beginning October 1, 2014, the All Inclusive Fixed Fee Per Stop/Pick up amount may be additionally adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the contract anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries; no cost of living adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. A request for an Inflation adjustment with corresponding revised budgets must be requested in writing along with supporting documentation to the Contracts and Grants Division. The request must be submitted 30 days prior to the end of each contract year for the following contract year.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

The County Project Director shall have the authority to administer this Contract on behalf of the County. D irector retains professional and administrative responsibility for the services rendered under this Contract. A listing of all County Administration is referenced in the following sub-paragraphs are designated in Exhibit E - County's Administration. T he County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County Project Director

Responsibilities of the County Project Director include:

- ensuring that the objectives of this Contract are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and pr ocedural requirements.

6.2 County Project Manager

The responsibilities of the County Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever.

6.3 County Project Monitor

The County Project Monitor is responsible for overseeing the day-to-day administration of this Contract. The County Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

Contractor's Authorized Official(s) are designated in Exhibit F. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s). Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Contract on behalf of Contractor

7.1 Contractor's Project Manager

7.1.1 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.2 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.1.3 The Contractor's Project Manager must have a minimum of three (3) years of experience.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

Contractor's employees assigned to provide services to County may be required to have a *County Identification (ID) badge* on their person and visible at all times. Contractor bears all expense of the County ID badges.

7.3.1 Upon written notification by the County, Contractor is responsible to ensure that employees have obtained a *County ID badge* before they are assigned to provide services to County. Contractor personnel may be asked to leave Facility by a County representative if they do not have the proper *County ID badge* on their person.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Contract. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Contract.

7.4 Background and Security Investigations

7.4.1 All Contractor staff performing services under this Contract, who are in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. County shall use its discretion in determining the method of background clearance to be used, which may include, but is not limited to, fingerprinting. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background investigation.

7.4.2 County may request that the Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.4.3 County may immediately, in its sole discretion, deny or terminate Facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected

with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

7.6 Staff Performance Under The Influence

Contractor shall not knowingly permit any employee to perform services under this Contract while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

7.7 Licenses, Permits, Registrations, Accreditations, and Certificates

Contractor shall obtain and maintain in effect during the term of this Contract, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Contract, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

7.8 Mandatory Personnel Monitoring Reports

Contractor shall maintain documentation demonstrating its staff is in full compliance with all Department and Facility orientation and annual re-orientation trainings, health screenings, background checks, performance evaluations, policies and procedures. Contractor shall provide the County Project Monitor with a semi-annual report in the same or substantially similar format as (Statement of Work, Technical, Exhibit 5, Mandatory Personnel Monitoring Tool) to demonstrate compliance by each Contractor employee. The County Project Manager, County Project Monitor or other authorized County personnel shall monitor and/or audit and re-audit Contractor's compliance with personnel monitoring at any time during the term of this Contract.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Department.

8.1.3 An Amendment to the Contract shall be prepared by the County and executed by the Contractor and by Director or his/her designee to add, delete, or change Facilities and routes to meet critical patient care or departmental needs, and make permitted changes to the scope in services. Any such change will affect the laboratory courier services required herein, and may result in a reduction or augmentation of required contract services.

8.1.4 The Director or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an

Amendment to the Contract shall be prepared and executed by the Contractor and by the Director or designee.

8.1.5 The Director or his/her designee, may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Contract to conform to changes in federal or state law or regulation or County policy, during the term of this Contract. The County reserves the unilateral right to add and/or change such provisions as required by law, regulation or County policy, without the need for Contractor's written consent, to preserve this Contract's conformity and compliance to federal and state law or regulation or County policy as deemed necessary by the County's Board of Supervisors, County Counsel or the Chief Executive Officer.

8.1.6 The Director or his/her designee, at his/her sole discretion, is authorized to approve and execute COLAs in the last two years of the Contract, consistent with the Board's COLA policy, and as defined in Paragraph 5.6, Cost of Living Adjustments.

8.1.7 The Director or his/her designee, at his/her sole discretion, is authorized to approve and execute fuel price adjustments on a quarterly basis as defined in Paragraph 5.0, Contract Rates.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the

majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within ten (10) business days after Contract effective date, the Contractor shall provide the County with the Contractor's

policy for receiving, investigating and r esponding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and r esubmit the plan within ten (10) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. A ny legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be c onducted by Contractor and performed by counsel selected by Contractor and approved

by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6.3 **Facilities Rules and Regulations**

During the time that Contractor's agents, employees, or subcontractors are at a Facility, Contractor and such persons shall be subject to the rules and regulations of that Facility. County Project Monitor shall furnish a copy of rules and regulations to Contractor pertaining to the Facility prior to the execution of this Contract and, during the term of this Contract, shall furnish Contractor with any changes thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises, indicate that such employee or subcontractor's actions while on County premises, indicate that such employee or subcontractor may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to

perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the contract.

3. If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award or administration of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 **Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as

quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 **Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 **Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 **Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative

proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing

Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status

required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of “original” versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor’s employees for which the County may be found jointly or solely liable.

8.20 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that health care Facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, insurrection, civil

unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Contract.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 – Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification

number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a n on-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to Department at the address shown in Exhibit E. Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on C ounty property, and a ny loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. C ontractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be pr ovided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. T he full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 **Cancellation of Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 **Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance

for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

8.24.11 **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 0 1), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $2 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable. Additionally, a Motor Carrier endorsement (ISO policy form 00 20) and Pollution Liability endorsement (ISO policy form CA 99 48) for covered autos shall be attached.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director of Public Health, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director of Public Health, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director of Public Health, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Director of Public Health, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Director of Public Health, or his/her designee, deems are correctable by the Contractor over a certain time span, the Director of Public Health, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director of Public Health, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current

circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and comply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.28.4 The Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While

the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Public Health, or authorized designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of

this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract

8.34.2 **Electronic Notice:** In addition, and in lieu of written notification, the Director, or his/her designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit F – Contractor's Administration. This includes all notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or

responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy,

or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash

payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a br oader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and t he right to examine, audit, excerpt, copy, or transcribe any and al l transactions, activities, or records r elating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to Contractor's employees who have provided services to the County under this Contract is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and ot her time and employment records, and pr oprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and f or a per iod of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and i nformation shall be m aintained by the Contractor at a l ocation in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the

Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Contract may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for its files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest

arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the Department as identified in Exhibit E before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.42.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.43.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either

of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be f urnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.43.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be t he same as if the notice of termination had been i ssued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.43.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

8.44.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be e ntitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.44.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. T he report shall be m ade either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.45.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of

the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.50.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.51 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.51.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.51.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of

this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.52 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and r emedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Contract is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a par t of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an ex ception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no l ess than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract:

    a. Not less than $11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

b. Not less than $9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Contract commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

4. If the Contractor is not required to pay a living wage when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event,

the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, "Travel Time" shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 **Contractor's Submittal of Certified Monitoring Reports**

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor's Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the

Contractor's current health care benefits plan, and the Contractor's portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit K and Exhibit L), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 **Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's contract with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 **County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. The Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 **Notifications to Employees**

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a significant number of Employees.

9.1.7 **Enforcement and Remedies**

If the Contractor fails to comply with the requirements of this sub-paragraph, the County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

    a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

    b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a

penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been pr ovided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. T he Contractor's continued failure to submit accurate, complete, timely and pr operly certified monitoring reports may constitute a material breach of the Contract. I n the event of such material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a br each of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated

damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 **Use of Full-Time Employees**

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Contract unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Contract unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 **Contractor Retaliation Prohibited**

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 **Contractor Standards**

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the County that the Contractor is complying with this requirement.

9.1.11 **Employee Retention Rights**

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

   a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

   b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

   c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.

2. The Contractor is not required to hire a retention employee who:

   a. Has been convicted of a crime related to the job or his or her performance; or

b. Fails to meet any other County requirement for employees of a Contractor.

3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 **Neutrality in Labor Relations**

The Contractor shall not use any consideration received under the Contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a b ona fide collective bargaining Contract, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit N, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.3.1 This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.3.2 The Contractor shall not knowingly and w ith the intent to defraud, fraudulently obtain, retain, attempt to obtain or

retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.3.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a contract award.

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT - Intentionally Omitted

9.5 PATENT, COPYRIGHT AND TRADE SECRET - Intentionally Omitted

9.6 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable

contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.7 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.7.1 This Contract is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.7.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.7.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.7.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

9.8 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

9.9 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Contract.

9.10 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

9.10.1 Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

9.10.2 Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.10.3 Contractor staff's failure to report as required is considered a breach of this Contract subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to $5,000 or both.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Contract to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Benjamin Zavala
Deputy

COUNTY OF LOS ANGELES

By Mike Antonovich
Supervisor Michael D. Antonovich,
Mayor, Board of Supervisors

ACCURATE COURIER SERVICES, INC.

(CONTRACTOR)

By _____
Name

Title

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Benjamin Zavala
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 SEP 06 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

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CONTRACT FOR
LABORATORY COURIER SERVICES

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DEPARTMENT OF PUBLIC HEALTH
STATEMENT OF WORK
LABORATORY COURIER SERVICES

1.0 STATEMENT OF WORK (SOW)

The County of Los Angeles (hereafter referred to as "County"), Department of Public Health (hereafter referred to as "DPH" or "Facility"), unless otherwise stated, require contracted laboratory courier services to support public health efforts in both the public and private sectors throughout the County of Los Angeles.

Contractor is responsible for the timely pick-up/delivery from DPH Facilities (also referred to as a "stop") of laboratory specimens, including but not limited to specimen categories: anatomic/surgical pathology, chemistry, cytology, blood bank, coagulation, cytogenetics/molecular genetics, hematology, immunology/serology, immunocytology, microbiology, and virology; patient prescriptions; pharmaceutical supplies; and stock medication. Other items include reports, supplies and other materials (e.g., specimen containers, x-ray films, pre-packed regimens, medical records, etc.) to and from designated sites. County will be responsible for collecting the specimens from the patients and preparing them for pick up by the Contractor, in accordance with the terms and conditions of this Contract.

Contractor shall ensure that any vehicles used for the provision of services under this contract have adequate space, and are appropriately designed to transport specimens and other material to maintain sample integrity and confidentiality of reports/medical records, and all County property.

Contractor must provide all labor, vehicles, vehicle dispatch communication equipment, liability, property, and automobile insurance documentation, vehicle transport containers, refrigeration and freezer accommodations, driver carrier bags or carrier containers, (if utilized for transporting specimens/materials from pick up site to vehicle), spill clean-up kits/driver safety supplies, (e.g., gloves, protective clothing, etc.), vehicle fuel, lock boxes (as described in Paragraph 12.8, Lock Boxes), and full-time supervision necessary to establish and provide laboratory courier services.

2.0 ADDITION/DELETION OF FACILITIES

2.1 An Amendment to the Contract shall be prepared by the County and executed by the Contractor and by Director or his/her authorized designee to add, delete, or change DPH Facilities and routine routes to meet patient or departmental needs. Any such change will affect the laboratory courier services required herein, and may result in a reduction or augmentation of required contract services.

2.2 All changes must be made in accordance with the Contract, Paragraph 8.1, Amendments. Additional routine route stops will be paid at the same rate as set forth in this Contract.

3.0 QUALITY CONTROL PLAN

Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure the County a consistently high level of performance throughout the term of the Contract in providing laboratory courier services herein that meet, or exceed, federal Department of Transportation (DOT); Hazmat Materials Regulations (HMR); Title 49 Code of Regulations (CFR) Parts 171-180, California Division of Occupational Safety and Health Administration (Cal/OSHA;e.g., 1910.1030 Bloodborne Pathogens Standard) California Code of Regulations (Title 8, Section 5193), HIPAA compliancy, and other State and federal, and local laws ordinances, regulations, rules, and directives, and any other appropriate accreditation or licensing agency regarding transport of biologic specimens, prescriptions, transport containers, specimen handling procedures, labeling of transport containers, and that drivers are trained in the transport/handling of biohazardous materials, diagnostic specimens/etiologic agents, biohazard spill cleanup, and HIPAA familiarization and compliance per these regulations.

The QCP shall be submitted to the respective County Project Monitor for review at least ten (10) days prior to Contractor beginning work under this Contract. The QCP shall include, but is not limited to the following:

A. Method of monitoring to ensure that Contract requirements and the quality assurance as prescribed by State and federal regulations are met.

B. Method of keeping quality control records in accordance with State and federal regulations on transporting/handling of biohazardous materials, diagnostic specimens/etiologic agents, and spill cleanup.

C. Method of providing proper conditions for the transport of biologic specimens, prescriptions, transport containers, including proper preservation of samples, or other alterations of the sample which may affect sample testing and/or integrity.

D. Contractor shall have an ongoing system of quality assurance/improvement and shall keep quality control records and records of all inspections conducted by Contractor. These records, which must include, but is not limited to, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Contract using the quality assurance procedures as defined in the Contract, Paragraph 8.15, County's Quality Assurance Plan.

Monthly Meetings

Contractor may be required to attend monthly meetings on an as needed basis.

Contract Discrepancy Report (Technical Exhibit 1)
Verbal notification of a Contract discrepancy will be made to the Contractor's Project Manager as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Project Manager or his/her designee will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Project Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Project Manager within ten (10) business days.

County Observations
In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Contract at any time during normal business hours. However, County personnel may not unreasonably interfere with the Contractor's performance.

At County's request, Contractor shall provide details of its procedures used, including but not limited to, documentation of proper conditions for the preservation of laboratory specimens during transport.

5.0 DEFINITIONS

5.1 **Monthly Charge:** The total number of stops made per calendar month for each Routine Route, multiplied by Contractor's "All Inclusive Fee Per Stop". Routine Route services shall be compensated according to Contract, Price Sheet, Exhibit B1.

5.2 **Additional Charges:** Contractor shall be compensated for Non-Routine services according to Contract, Exhibit B2, Price Sheet, Non-Routine Services.

5.3 **Holiday:** County recognized holidays include, but are not necessarily limited to, New Year's Day, President's Day, Dr. Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

5.5 **Route:** A route is an assigned territory.

5.6 **Routine Route Services:** Scheduled pick-up/delivery stops at designated DPH Facilities requiring laboratory courier services on assigned days and at specifically assigned times. Statement of Work, Technical Exhibit 3, Routine Route Schedule, identifies required pick-up/delivery routes.

5.7 **Timely pick-up/delivery:** Scheduled pick-up/delivery for Routine Route and/or Non-Routine services shall generally be within 30 minutes as designated by the County at sites designated by the County. Early arrival at a designated site is

allowable, but Contractor's drivers may not leave the designated site prior to the designated pick up time without approval from the County Project Manager or designee of that site.

5.8 **Non-Routine Services:** Any laboratory courier service not listed on Statement of Work, Technical Exhibit 3, Routine Route Schedule. Contractor shall be compensated for Non-Routine services according to Contract, Exhibit B2, Price Sheet, Non-Routine Services.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Contract according to Paragraph 6.0, Administration of Contract - County. Specific duties will include:

A. Monitoring the Contractor's performance in the daily operation of this Contract.
B. Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
C. Preparing Amendments in accordance with the Contract, Paragraph 8.1, Amendments.

6.2 Furnished Specimens and Other Laboratory Supplies/Items

The County will provide the Contractor with specimens and other laboratory supplies and items that are appropriately labeled in accordance with DOT, Cal/OSHA, State, federal, local laws, ordinances regulations, rules and directives for transport and packed for pick up at Facility and transport by Contractor's laboratory couriers.

The County shall be responsible for the preparation and packaging of prescriptions and pharmaceutical supplies for transport to designated sites. Items shall be labeled appropriately and contained in locked totes.

CONTRACTOR

6.3 Project Manager

Contractor shall provide a full-time Project Manager, or his/her authorized designee, who has three (3) years experience managing laboratory courier services.

Project Manager shall act as a central point of contact with the County. County must have access to the Project Manager, or his/her authorized designee, during all hours, 365 days per year. Contractor shall provide a telephone

number where the Project Manager, or his/her authorized designee, may be reached on a twenty-four (24) hour per day basis, seven (7) days a week.

If approved by County Project Manager, Contractor may have more than one (1) full-time Project Manager to fulfill the availability requirement.
Project Manager, or his/her authorized designee, shall have full authority to act for Contractor on all matters relating to the daily operation of the Contract.
Project Manager, or his/her authorized designee, shall be able to effectively communicate, in English, both orally and in writing.

6.4 Laboratory Courier Personnel

6.4.1 Contractor shall assign a sufficient number of experienced drivers to provide adequate service to all specified Routine Routes.

6.4.2 Contractor shall ensure that all of its specimen pick up drivers: 1) maintain a good driving record which includes no convictions for driving under the influence of alcohol or drugs, hit and run, reckless driving, or manslaughter. Also included is not being a negligent operator as defined in Section 12810 of the Vehicle Code and having no Administrative Per Se suspensions (Section 13353 and 13353.2VC), 2) have a valid California driver's license (not suspended or revoked), 3) are trained in biohazardous materials handling, bloodborne pathogens exposure, and spill cleanup in compliance with DOT, CDC transportation regulations, State and federal regulations and all applicable regulatory agencies, 4) assure that samples and other transported supplies/items are transported in accordance with the terms of this Contract, and 5) trained in Health Insurance Portability and Accountability Act of 1996 (HIPAA).

6.4.3 **Back-up Laboratory Courier Personnel**
Contractor must ensure adequate staffing of drivers and availability of courier vehicles to provide Routine Route and Non-Routine backup coverage for illness, holidays, or other absences of assigned drivers, for example:

a. If a primary driver is unavailable.
b. If a vehicle is disabled or out of service.
c. To provide Non-Routine services.

6.4.4 **Uniform and Identification Badges**
Contractor's personnel must wear suitable uniforms with the name of the company on the uniform. An identification badge with picture of the driver, name of the driver, and company name is required to be worn at all times while performing contracted services. No t-shirts, shorts, sandals, or open-toed shoes are permissible. Contractor's staff identification shall be in accordance to Contract, Paragraph 7.3, Contractor's Staff Identification.

6.4.5 **Smoking**
Facilities are non-smoking facilities. Contractor's personnel shall comply with each facility's policies regarding smoking.

6.4.6 **Laboratory Courier Personnel Health and Safety Standards**
Contractor shall ensure that its employees satisfy the health and safety standards set forth in the Contract and all applicable State and federal regulations, ordinances, and directives [e.g., Cal/OSHA; California Code of Regulations; Title 8, Section 5193 (e.g., Hepatitis B vaccination for contracted employees)]; including initial and annual bloodborne pathogen exposure training.

6.4.7 **Background and Security Investigations**
Contractor's personnel may undergo a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this Contract, further described in Contract, Paragraph 7.4.

6.4.8 **Unacceptable Behavior**
Inappropriate behavior by Contractor personnel will not be tolerated. These behaviors include, but are not limited to, improper physical actions (touching, fondling), improper verbal statements (using derogatory comments, slurs, verbal abuse, etc.), and improper visual actions (leering, making sexual gestures). No weapons are allowed in County facilities. Contractor's personnel may not bring non-Contractor employee visitors into the County Facilities. Contractor's personnel may be subject to security screening at County Facilities.

7.0 MATERIALS

7.1 **Transported Materials**
At each designated DPH Facility within the Routine Route, laboratory specimens are to be picked up and delivered to other DPH Facilities. The Contractor must also pick up and deliver other materials requiring transport between designated DPH Facilities and non-listed locations, both public and private; including hospitals, clinics, schools, institutions, and businesses. Accordingly, laboratory reports and supplies, x-ray films, pharmacy supplies and prescriptions, medical records, and other materials shall be transported. Pharmaceutical supplies and prescriptions shall be transported at room temperature as indicated in this Statement of Work, Paragraph 12.7.1. There will be no transport of cytotoxic drugs.

7.2 **County Supplied Materials**
County Facilities will package and/or bag specimens in accordance with DOT, Cal/OSHA, State, federal, local laws, ordinances regulations, rules and directives to stabilize samples and maintain specimen integrity for transport. A County Facility shall provide plastic bags, screw-top metal containers, plastic containers, or cardboard containers, styrofoam containers, etc. on site, in preparation for subsequent packaging and transport by Contractor. Lockable totes shall be

provided for prescriptions and pharmaceutical supplies. Tote dimensions and weights are as follows: 1) 21 3/4" x 15 1/16" x 9 3/4"; approximately 5.5 lbs, empty 2) 19 3/4" x 11 3/4" x 7 1/4"; approximately 3.0 lbs, empty.

7.3 **Contractor Supplied Materials**
Contractor shall supply specimen transport containers (refrigerators, freezers, coolers, carriers, heating blocks, warm and cold packs, dry ice, etc.) utilized within vehicles to contain specimens and other laboratory supplies during transit and containers used for specimen transport to and from each facility to vehicle (e.g., insulated shoulder carrier bags.)

8.0 TRAINING

8.1 Contractor shall provide training and continuing in-service training to all of its personnel providing services under this contract, prior to providing services under this Contract, so that County can be assured that contract personnel are capable of assuming the responsibilities associated with their assignment(s). There shall be no separate charge to County for such training.

8.2 Contractor's staff providing services under this Contract shall be fully trained in their assigned tasks and in safe transport/handling of specimen, and equipment. Additionally, staff shall be trained in handling biohazardous materials, and biohazard spill clean up per federal DOT; HMR; Title 49 CFR Parts 171-180. All equipment shall be checked daily for safety. While handling biohazardous materials and/or biohazard spill clean up, all employees must wear safety and protective gear according to OSHA standards and State and federal regulations.

8.3 Contractor shall provide documentation of training programs for all employees, providing services under this Contract, further described in Contract, Paragraph 7.8, Mandatory Personnel Monitoring Reports.

8.4 Contractor's laboratory courier drivers providing services under this Contract must be trained and capable of being notified on short notice to pick-up/deliver laboratory specimens, supplies, pharmaceuticals, reports, etc. as part of Non-Routine services further identified in Paragraph 11.0, Non-Routine Services.

9.0 HOURS/DAY OF WORK

Contractor shall provide laboratory courier services that will include Routine and Non-Routine routes to County, 365 days a year, twenty-four (24) hours a day, on a seven (7) days a week basis, including holidays and in times of strike, riot, insurrection, civil unrest, natural disaster, or a similar event when such services are physically possible to provide.

10.0 ROUTINE ROUTE SERVICES

Specific routine route schedule and pick-up/delivery times are provided in Statement of Work, Technical Exhibit 3, Routine Route Schedule. Routine Routes have been arranged to accommodate each DPH designated Facility's hours of operation.

Contractor's laboratory courier routine routes may extend from morning hours to evening hours. Contractor is mandated to promptly contact the County Project Manager, or his/her designee, if deliveries cannot be made or will be substantially delayed beyond thirty (30) minutes from the scheduled pick-up/delivery time.

The Contractor's laboratory courier configuration shall be comprised of multiple routine routes per day, service hours/day of work shall be provided as described in Paragraph 9.0, Hours/Day of Work and may include Non-Routine services to and from County Facilities or alternate locations that will be identified at the time services are requested by County.

Routine route pick-up/delivery times are set in consideration of the distance proximity of the designated DPH Facility and the hours of that Facility's accessibility. Routine routes are specifically designated to transport laboratory specimens, laboratory reports, supplies, pharmaceuticals, and other materials to and from the County facilities in the most efficient and timely fashion possible. Contractor requests for changes to routine routes or times must be pre-approved by the effected County Project Manager, or authorized designee, and the Director, or authorized designee.

11.0 NON-ROUTINE SERVICES

Listed in the following subparagraphs are specific Non-Routine laboratory courier services Contractor may be called on by DPH Facilities to perform. Laboratory courier services may be required on occasion, at times and locations not designated in Statement of Work, Technical Exhibit 3, Routine Route Schedule. County reserves the right to perform Non-Routine services itself or assign the work to another Contractor. The County Project Manager, or his/her designee, shall review on an ongoing basis all Non-Routine services to be performed and will designate choice of "As Needed", "On-Call", "STAT", "Super STAT" services when requesting Non-Routine services from Contractor's courier dispatch.

Contractor shall determine transportation mileage for Non-Routine services, from one designated facility to another designated facility, based on shortest distance on MapQuest web mapping service. Contractor shall be compensated by the fees identified in Contract, Exhibit B2, Price Sheet, Non-Routine Services – All Inclusive Additional Charges per Stop.

11.1 "As Needed" and/or "On Call" Services

Contractor may be required to provide "As Needed" and/or "On-Call" laboratory courier services at times defined in Paragraph 9.0, Hours/Day of Work.

A. "As Needed" services are when the County's request for laboratory courier service occurs more than or equal to eight (≥8) hours prior to the required delivery time to a designated Facility.

B. "On-Call" services are same day laboratory courier service requests from DPH for pick-up/delivery that are made to Contractor's courier dispatch between four (4) and eight (8) hours prior to the required delivery time.

11.2 "STAT" and/or "Super STAT" Services

Contractor may be required to provide "STAT" at the times defined in Paragraph 9.0, Hours/Day of Work.

A. "STAT" laboratory courier services are DPH requests that require the transport and delivery of specimens or other materials from one (1) designated facility to another designated facility within two (2) hours of the time the Contractor's courier dispatch receives the request from the County.

B. "Super STAT" services are requests requiring the transport and delivery of specimens or other materials from one (1) Facility or non-County location, to another Facility or non-County location within one (1) hour of the time the Contractor's courier dispatch receives the request from the County.

12.0 SPECIFIC WORK REQUIREMENTS

Contractor will be responsible for providing laboratory courier services for County Facilities on both a Routine and Non-Routine basis. Non-Routine laboratory courier services include: "As Needed", "On-Call", "STAT," "Super STAT.

Contractor shall have available at all times, an adequate number of drivers and vehicles to meet the laboratory courier service requirements specified. Minimum number of drivers must be appropriate for the total number of Routine Routes. Additionally, Contractor must be able to provide additional and/or back-up coverage for Non-Routine services.

12.1 Contractor shall ensure the appropriate transport conditions to guarantee specimen integrity and the security and confidentiality of all documents, laboratory reports, medical records, and comply with all HIPAA regulations.

12.2 Contractor shall ensure that every DPH Facility laboratory courier service scheduled stop has priority over any other non-County stop that the Contractor may have on a route.

12.3 Since several hours may elapse between the time the specimens are picked up at the designated locations and transport to designated locations, depending upon the pick-up/delivery route and schedule, the Contractor shall maintain the integrity of the specimens during transport from the pick up sites to designated sites by keeping specimens at appropriate temperatures as specified in SOW, Paragraph 12.7, Specimen Handling.

12.4 **Pick-Up/Delivery Locations**

DPH Facilities and designated locations of pick-up/delivery are located throughout Los Angeles County. Although specific areas are identified at each Facility for pick-up/delivery, there may be instances where there are locations for pick-up/delivery at designated locations, both public and private; including hospitals, clinics, schools, institutions, and businesses.

Non-Routine Services shall be handled as described in SOW, Paragraph 11.0, Non-Routine Services.

12.5 **Laboratory Courier Vehicles**

Contractor must include a sufficient number of vehicles to provide adequate service to meet the needs of the County as described in this Statement of Work. For Contractor's daily operation, Contractor must provide laboratory courier services with a minimum number of drivers and vehicles that are appropriate for the total number of Routine Routes. Refer to the Statement of Work, Technical Exhibit 3, Routine Route Schedule for a detailed description of routine routes.

12.5.1 Contractor is required to provide phone or radio contact or other long-range voice communication mechanism between all of Contractor's vehicles providing laboratory courier services. A central dispatch office is required. The Contractor will provide adequate staffing in the central dispatch office to respond to telephone or electronic requests for laboratory courier services and provide a toll-free telephone number for such requests.

12.5.3 Contractor must maintain a procedure or mechanism for notification to Facilities in cases of vehicle breakdown or anticipated delays of greater than thirty (30) minutes.

12.5.4 All vehicles used in the performance of services under this Contract are to be enclosed automobiles, vans, or trucks with adequate space, air conditioning, operating security devices (e.g., door locks/alarms), and appropriately designed to transport specimens, prescription, supplies, and report/medical records transport areas (e.g., use of lock boxes when pick up driver is away from the vehicle), with which to maintain sample integrity and confidentiality of reports/medical records, and all County property. Contractor's drivers must employ the vehicles security devices at all times when providing laboratory courier services to County.

12.5.5 Contractor must maintain and provide proof upon request that all federal Department of Transportation [DOT; Hazmat Materials Regulations (HMR); Title 49 Code of Regulations (CFR) Parts 171-180], California Division of Occupational Safety and Health Administration (Cal/OSHA; e.g., 1910.1030-Bloodborne Pathogens Standard), California Code of Regulations (Title 8, Section 5193), and other State, federal, and local laws, ordinances, regulations, rules, and directives will be met and adhered to regarding transport of biologic specimens, prescriptions, transport containers, specimen handling procedures, labeling of transport containers, and that drivers are trained in the transport/handling of biohazardous materials, diagnostic specimens/etiologic agents, biohazard spill cleanup, and HIPAA familiarization and compliance per these regulations. In case of specimen breakage or leakage during transport, driver must contact

previous location where specimens were picked up, in addition to any other procedure for spill cleanup and biohazard notification as required by State and federal regulations.

12.5.7 Contractor must maintain a description of specimen transport containers (refrigerators, freezers, coolers, carriers, heating blocks, warm and cold packs, dry ice, etc.) utilized within vehicles to contain specimens and other laboratory supplies during transit and containers used for specimen transport to and from each facility to vehicle (e.g., insulated shoulder carrier bags). Proper labeling and construction of such specimen transport containers are the responsibility of the Contractor and must adhere to DOT, Cal/OSHA and other State, federal, and local laws, ordinances, regulations, rules and directives. Contractor shall submit to County, upon request, the description of specimen transportation being utilized. County has the right to approve or disapprove Contractor's use of specimen transport containers.

12.5.8 Laboratory Courier personnel/drivers must sign a log at each Facility (delivery stop) upon every arrival to verify service times and dates and complete a Daily Courier Manifest (Technical Exhibit 4) that includes the County Project Manager or his/her designee's signature, pick-up/delivery date and time, number of packages, envelopes that are picked up and/or delivered, and the temperature of packages (specimens or supplies), and transportation route. A copy of the manifest must be provided to the respective County Project Manager or his/her authorized designee at each delivery location, which documents bags/packages/envelopes and any other material(s) which were picked up at a specific location, were delivered to the designated location.

12.5.9 Laboratory Courier personnel/drivers shall not allow passengers in their vehicles during the hours where contractor personnel are performing County services, other than other Contractor personnel who have been trained in like-manner in the handling of biohazardous materials, nor bring non-contractor visitors into Facilities. An exception may be allowed if County staff is instructing Contractor's personnel with directions or specific handling of materials to specific sites and locations as required for County services. Transportation of County staff in Contractor's vehicles is not allowed.

Contractor shall ensure that the vehicles used in the performance of services under this Contract meet applicable State, federal, and local laws and regulations relating to the safe operation on the highway.

12.7 Specimen Handling

12.7.1 Contractor must assure integrity of the specimens during transport by maintaining specimens at temperatures coinciding with County facility's specimen storage conditions at the time of pick-up or as directed by County facility personnel. This includes maintaining specimen

temperature storage conditions from Facility pick-up site to vehicle and vehicle to delivery site. Storage temperatures required are:

a. Room temperature (20-25˚C/68-77˚F)
b. Refrigerator (2-8˚C/36-46˚F)
c. Frozen (<-15˚C/<5˚F)
d. Body temperature (35-39˚C/95-102˚F)

12.7.2 Transport of other materials, such as supplies/reagents, prescriptions, laboratory reports, and medical records will require separate containers other than that used for specimens.

12.7.3 County may, at any time, request Contractor to provide specimen handling procedures for all temperatures, communication methods, backup procedures, driver safety training procedures and documentation, and safety/biohazardous spill procedures.

12.7.4 **Specimen Breakage/Leakage:** In case of specimen breakage or leakage during transport, Contractor's driver must notify County Project Manager at the location or facility where specimens were picked up, in addition to complying with biohazard spill clean up procedures, and biohazard notification as required by State and federal regulations.

12.7.5 **Loss of Specimens, Supplies:** There shall be a County inquiry into any loss of laboratory specimens, envelopes, supplies, documents, etc. in connection with their receipt, transport, or delivery by Contractor. If, after the inquiry, fault is found with the Contractor, the Contractor may be held liable for any damages resulting from the loss, including but not limited to replacement of the lost item(s) or subsequent patient damages from loss of specimen(s) or patient medical records and subsequent HIPAA violations.

12.8 Lock Boxes

Contractor must have lock boxes available for use if needed by facilities for after-hours pick ups and deliveries. The lock boxes must meet regulatory guidelines and contain all supplies required to maintain laboratory specimens at required temperatures. Lock boxes obtained by the Contractor must be submitted for pre-approval to the County Project Manager, or his/her authorized designee, prior to installation at County designated sites. To the extent such lock boxes are either provided by the County or the purchase price reimbursed by the County, they shall remain County property and shall be returned to County immediately upon cancellation, termination, or expiration of this Contract.

12.9 Daily Courier Manifest

Contractor's drivers are required to complete a Daily Courier Manifest, Technical Exhibit 4, at each stop and supply a copy daily to the County Project Manger.

12.10 Disruption of Service Notification

Contractor shall ensure that the County Project Manager or his/her designee at each affected facility be notified of any delay or disruption of services that may possibly exceed thirty (30) minutes beyond the expected time of Contractor's driver's arrival at that facility. Notification must include the reason for the disruption and an estimated time of arrival for the completion of services. The reason for the delay must also be recorded on the Daily Courier's Manifest.

13.0 GREEN INITIATIVES

13.1 Los Angeles County is a very large consumer of goods and services and the purchasing decisions of our employees and contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve public health and safety, reduce pollution, and conserve natural resources.

On January 16, 2007, the Board of Supervisors adopted a Countywide Policy instructing that all County departments implement the County's Energy and Environmental Programs for energy conservation and environmental stewardship, Board of Supervisors Policy No. 3.045, Energy and Environmental Policy.

13.2 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

13.3 Purchase products that minimize environmental impacts, toxics, pollution, and hazards to staff and community safety to the greatest extent practicable.

13.4 Purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use wood from sustainable harvested forests.

13.5 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

14.0 PERFORMANCE REQUIREMENTS SUMMARY

14.1 All listings of services used in the Performance Requirements Summary (PRS), Technical Exhibit 2, are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services

as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on Contractor.

14.2 When the Contractor's performance does not conform with the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to Contractor by the computed amount specified in the PRS.

- Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.

- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

14.3 This section does not preclude the County's right to terminate the Contract upon ten (10) days written notice with or without cause, as provided for in Contract, Paragraph 8.42, Termination for Convenience.

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STATEMENT OF WORK
TECHNICAL EXHIBITS

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Technical Exhibit

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2 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART
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5 MANDATORY PERSONNEL MONITORING TOOL

LABORATORY COURIER SERVICES
CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

Signature of County Project Monitor/Manager: _____ Date: _____

Deadline for Completion: Date: _____

CONTRACTOR RESPONSE: (Cause and Corrective Action):

_____

_____

Signature of County Representative: _____ Date: _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

_____

_____

Signature of County Project Monitor/Manager: _____ Date: _____

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION: _____ _____

Signature of County Project Monitor/Manager: _____ Date: _____

Signature of County Project Monitor/Manager: _____ Date: _____

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE		STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract Terms and Conditions				
7.3	Contractor's Staff Identification	Contractor provided all staff providing services under this Contract with a photo identification badge. Contractor to ensure all employees wear approved uniforms and I.D. badges.	Inspection and Observation	$50 per incidence of non-compliance
7.4	Background and Security Investigations	The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background investigation.	Inspection and Observation	as applicable $50 per incidence of non-compliance
7.5	Confidentiality	Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information	Inspection and Observation	$100 per incidence of non-compliance; possible termination for default of contract
8.24.1	Evidence of Coverage and Notice to County	Compliance with Contract Insurance Requirements	Receipt of current COI	$100 per day; termination for default of contract

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE		STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
8.40	Subcontracting	The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.	Inspection and Observation	$100 incidence of non-compliance; possible termination for default of contract
STATEMENT OF WORK				
3.0	QCP	Contractor maintains a comprehensive QCP to assure the County a consistently high level of performance throughout the term of the Contract in providing laboratory courier services.	Observation of Response	$50 per each day late
6.3	Project Manager	County has access to Project Manager during all hours, 365 days per year.	Observation of Response	$100 per incidence of non-compliance
6.4	Laboratory Courier Personnel	100% Completion of Required Services Contractor shall assign a sufficient number of drivers to perform the required work.	Inspection and Observation	$50 per incidence of non-compliance
6.4.3	Back-up Laboratory Courier Personnel	100% Completion of Required Services	Inspection and Observation	$50 per incidence of non-compliance
6.4.6	Laboratory Courier Personnel Health and Safety Standards	100% Completion of Required Services	Inspection and Observation	$50 per incidence of non-compliance
7.1	Transported Materials	100% Completion of Required Services	Inspection and Observation	$50 per incidence of non-compliance

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
8.0 Training	Contractor shall provide training and continuing in-service training to all of its personnel at no cost to the County. Contractor's staff providing services under this Contract shall be fully trained in their assigned tasks and in safe transport/handling of specimen, and equipment	Provide copies of Programs upon County request	$50 per incidence of non-compliance
9.0 Hours/Day of Work	Contractor shall provide laboratory courier services that will include Routine and Non-Routine routes to County, 365 days a year, twenty-four (24) hours a day, on a seven (7) days a week basis, including holidays and in times of strike, riot, insurrection, civil unrest, natural disaster, or a similar event when such services are physically possible to provide.	Observation	$50 per incidence of non-compliance
10.0 Routine Route Services	100% Completion of Required Services	Inspection and Observation	$50 per incidence of non-compliance
11.0 Non-Routine Services	100% Completion of Required Services	Inspection and Observation	$50 per incidence of non-compliance
12.0 Specific Work Requirements	100% Completion of Required Services	Inspection and Observation	$50 per incidence of non-compliance
12.5 Laboratory Courier Vehicles	100% Completion of Required Services	Inspection and Observation	$50 per incidence of non-compliance
12.5.4 Transport Vehicles	Vehicles are enclosed with adequate space, air conditioning, operating security devices which to maintain sample integrity and confidentiality.	Inspection and Observation	$100 per incidence of non-compliance

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
12.5.8 Courier Manifest	Contract drivers must sign a courier manifest upon arrival at each site to verify service	Inspection and Observation	$100 per incidence of non-compliance
12.7 Specimen Handling	100% Completion of Required Services	Inspection and Observation	$50 first 3 incidences of non-compliance, $100 thereafter
12.8 Lock Boxes	100% Completion of Required Services	Inspection and Observation	$100 per incidence of non-compliance
12.9 Daily Courier Manifest	100% Completion	Inspection and Observation	$100 per incidence of non-compliance

ROUTINE ROUTE SCHEDULE

DEPARTMENT OF PUBLIC HEALTH – LABORATORY COURIER SERVICES

Note: Estimate only. Based on 2011 Calendar Year [includes ten (10) County holidays]. Number of pick-up/delivery may vary from year to year, including any additions/deletions to the number of stops.

					Days per Week	Weeks per Year	Annual Stop Number	Annual Stop Number Deducting Holidays and No Pick-Up
ROUTE 1							**3,744**	**3,593**
7:30	Monday to Friday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	5	52	260	249
8:30	Monday to Friday	Pomona Health Center	750 S. Park Ave.	Pomona 91766	5	52	260	249
9:05	Monday to Friday	Monrovia Health Center	330 Maple Ave.	Monrovia 91016	5	52	260	249
9:40	Monday to Friday	Glendale Health Center	501 N. Glendale Ave.	Glendale 91206	5	52	260	249
10:10	Monday to Friday	Central Juvenile Hall	1605 Eastlake Ave.	Los Angeles 90033	5	52	260	249
11:00	Monday to Friday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	5	52	260	249
12:00	Monday to Friday	El Monte C.H.C.	10953 Ramona Blvd.	El Monte 91731	3	52	156	147
12:10	Tuesday, Thursday	AltaMed El Monte	10454 E. Valley Blvd.	El Monte 91731	4	52	208	206
12:50	Monday to Friday	Monrovia Health Center	330 Maple Ave.	Monrovia 91016	5	52	260	249
13:30	Monday to Friday	Olive View-UCLA Medical Center	14445 Olive View Dr.	Sylmar 91342	5	52	260	249
13:50	Monday to Friday	Pacoima Health Center	13300 Van Nuys Blvd.	Pacoima 91331	5	52	260	249
14:30	Monday to Friday	Glendale Health Center	501 N. Glendale Ave.	Glendale 91206	5	52	260	249
15:00	Monday to Friday	Central Juvenile Hall	1605 Eastlake Ave.	Los Angeles 90033	5	52	260	249
15:20	Monday to Friday	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	5	52	260	249
15:50	Monday to Friday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	5	52	260	252
ROUTE 2							**4160**	**3984**
7:30	Monday to Friday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	5	52	260	249
8:00	Monday to Friday	STD Program Headquarters	2615 S. Grand Ave.	Los Angeles 90007	5	52	260	249
8:15	Monday to Friday	South Health Center	1522 E. 102nd St.	Los Angeles 90002	5	52	260	249
8:50	Monday to Friday	Torrance Health Center	711 Del Amo Blvd.	Torrance 90502	5	52	260	249
9:20	Monday to Friday	Curtis Tucker Health Center	123 W. Manchester Blvd.	Inglewood 90301	5	52	260	249
9:50	Monday to Friday	Ruth Temple Health Center	3834 S. Western Ave.	Los Angeles 90062	5	52	260	249
10:50	Monday to Friday	Hollywood-Wilshire Health Center	5205 Melrose Ave.	LosAngeles 90038	5	52	260	249
11:30	Monday to Friday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	5	52	260	249

ROUTINE ROUTE SCHEDULE

DEPARTMENT OF PUBLIC HEALTH – LABORATORY COURIER SERVICES

Note: Estimate only. Based on 2011 Calendar Year [includes ten (10) County holidays]. Number of pick-up/delivery may vary from year to year, including any additions/deletions to the number of stops.

					Days per Week	Weeks per Year	Annual Stop Number	Annual Stop Number Deducting Holidays and No Pick-Up
12:35	Monday to Friday	South Health Center	1522 E. 102nd St.	Los Angeles 90002	5	52	260	249
12:55	Monday to Friday	Torrance Health Center	711 Del Amo Blvd.	Torrance 90502	5	52	260	249
13:30	Monday to Friday	Curtis Tucker Health Center	123 W. Manchester Blvd.	Inglewood 90301	5	52	260	249
14:00	Monday to Friday	Ruth Temple Health Center	3834 S. Western Ave.	Los Angeles 90062	5	52	260	249
14:25	Monday to Friday	Hollywood-Wilshire Health Center	5205 Melrose Ave.	LosAngeles 90038	5	52	260	249
14:40	Monday to Friday	Twin Towers C.F. (Towers I & II)	450 & 550 Bauchet St.	Los Angeles 90012	5	52	260	249
15:00	Monday to Friday	Central Health Center	241 N. Figueroa St.	Los Angeles 90012	5	52	260	249
15:35	Monday to Friday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	5	52	260	249
ROUTE 3							**3,068**	**2,837**
8:00	Wednesday, Friday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	2	52	104	93
9:15	Monday, Wednesday, Friday	A.H.F. Valley Healthcare Center	4835 Van Nuys Blvd.	Sherman Oaks 91403	3	52	156	145
9:30	Monday, Wednesday, Friday	AIM Health Care	4630 Van Nuys Blvd.	Sherman Oaks 91403	3	52	156	145
9:30	Monday, Wednesday, Friday	AIM Health Care	10727 Whiteoak Ave.	Granada Hills 91344	3	52	156	145
9:45	Friday	Pierce College	6201 Winetka Ave.	Woodland Hills 91371	1	52	52	41
9:55	Monday, Wednesday, Friday	Tarzana Treatment Center	18646 Oxnard St./8330 Reseda Blvd.	Northridge 91325	3	52	156	145
10:00	Monday, Wednesday, Friday	Tarzana Mobile Treatment	7101 Baird Ave.	Reseda 91335	3	52	156	145
11:00	Friday	Van Nuys Medical & Mental Health	6265 Sepulveda Blvd.	Van Nuys 91411	1	52	52	41
11:10	Friday	Via Avanta	11643 Glenoaks Blvd.	Pacoima 91331	1	52	52	41
11:30	Monday to Friday	El Proyecto Del Barrio	8902 Woodman Ave.	Arleta 91331	5	52	260	249
11:45	Thursday	Valley Community Clinic	6801 Coldwater Canyon Ave.	North Hollywood 91605	1	52	52	41
12:30	Monday to Friday	Lambda Medical Group	1625 Schrader Blvd.	Los Angeles 90028	5	52	260	249
12:50	Friday	Van Ness Recovery House	1919 N. Beachwood Dr.	Los Angeles 90068	1	52	52	41
13:05	Friday	Hollywood Courthouse	5925 Hollywood Blvd.	Hollywood 90028	1	52	52	41
13:20	Wednesday, Friday	Childrens Hospital	5000 Sunset Blvd., 4th Floor	Los Angeles 90027	2	52	104	93
13:30	Monday to Friday	A.H.F. Men's Wellness Center	1300 N. Vermont Ave., R-407	Los Angeles 90027	5	52	260	249

ROUTINE ROUTE SCHEDULE

DEPARTMENT OF PUBLIC HEALTH – LABORATORY COURIER SERVICES
Note: Estimate only. Based on 2011 Calendar Year [includes ten (10) County holidays]. Number of pick-up/delivery may vary from year to year, including any additions/deletions to the number of stops.

					Days per Week	Weeks per Year	Annual Stop Number	Annual Stop Number Deducting Holidays and No Pick-Up
13:40	Tuesday	Asian Pacific Health Care Venture, Inc.	1530 Hillhurst Ave., R-200	Los Angeles 90027	1	52	52	41
13:50	Monday, Wednesday, Friday	Hollywood Sunset Free Clinic	3324 Sunset Blvd.	Los Angeles 90026	3	52	156	145
14:00	Monday to Friday	A.H.F.	1300 Scott Ave.	Los Angeles 90026	5	52	260	249
14:20	Monday to Friday	El Centro Del Pueblo	1157 Lemoyne St.	Los Angeles 90026	5	52	260	249
15:40	Monday to Friday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	5	52	260	249
ROUTE 4							**3,848**	**3,595**
8:00	Wednesday, Friday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	2	52	104	93
9:00	Monday, Wednesday, Friday	AltaMed	512 S. Indiana St.	Los Angeles 90063	3	52	156	145
9:20	Tuesday, Thursday, Friday	AltaMed - East Los Angeles	5427 Whittier Blvd.	Los Angeles 90022	3	52	156	145
9:40	Tuesday, Thursday	Asian Youth Center	100 W. Clary Ave.	San Gabriel 91776	2	52	104	93
10:00	Monday, Wednesday, Friday	Bienvenidos	5257 E. Beverly Blvd.	Los Angeles 90022	3	52	156	145
10:10	Monday to Friday	Edward R. Roybal C.H.C.	245 S. Fetterly Ave.	Los Angeles 90022	5	52	260	249
10:20	Monday, Wednesday, Friday	East Los Angeles College	1301 Avenida Cesar Chavez	Monterey Park 91754	3	52	156	145
11:05	Tuesday, Thursday	Pasadena City College	1570 E. Colorado Blvd.	Pasadena 91103	2	52	104	93
11:20	Monday to Friday	Pasadena Public Health	1845 N. Fair Oaks Ave.	Pasadena 91103	5	52	260	249
11:45	Monday to Friday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	5	52	260	249
10:50	Thursday	Citrus College	1000 W. Foothill Blvd.	Glendora 91741	1	52	52	41
11:30	Monday to Friday	AltaMed - Pico Rivera	9436 E. Slauson Ave.	Pico Rivera 90660	5	52	260	249
11:35	Monday to Friday	Whittier Health Center	7643 S. Painter Ave.	Whittier 90602	5	52	260	249
12:00	Monday, Wednesday	A.H.F. - Whittier Healthcare Center	9200 Colima Rd.	Whittier 90603	2	52	104	93
12:00	Thursday	Whittier Rio Hondo			1	52	52	41
13:00	Monday to Friday	La Puente Health Center	15930 Central Ave.	La Puente 91744	5	52	260	249
13:10	Monday to Friday	Cal Poly Pomona	3801 W. Temple Ave.	Pomona 91768	5	52	260	249
13:10	Monday to Friday	Pomona Health Center	750 S. Park Ave.	Pomona 91766	5	52	260	249

ROUTINE ROUTE SCHEDULE

DEPARTMENT OF PUBLIC HEALTH – LABORATORY COURIER SERVICES

Note: Estimate only. Based on 2011 Calendar Year [includes ten (10) County holidays]. Number of pick-up/delivery may vary from year to year, including any additions/deletions to the number of stops.

					Days per Week	Weeks per Year	Annual Stop Number	Annual Stop Number Deducting Holidays and No Pick-Up
13:20	Tuesday, Thursday	East Valley Community Health Center	420 S. Glendora Ave.	West Covina 91790	2	52	104	93
13:30	Monday, Wednesday, Friday	East Valley Community Health Center	680 Fairplex Dr.	Pomona 91768	3	52	156	145
13:45	Wednesday	Prototypes	845 E. Arrow Hwy.	Pomona 91767	1	52	52	41
13:55	Friday	American Recovery Center	2180 Valley Blvd.	Pomona 91768	1	52	52	41
15:35	Monday to Friday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	5	52	260	249
ROUTE 5							**4,008**	**3,744**
8:00	Wednesday, Friday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	2	52	115	104
8:20	Monday to Friday	Harbor-UCLA Medical Center	1000 W. Carson St.	Torrance 90509	5	52	271	260
8:40	Monday, Wednesday, Friday	The 1350 Club	510 W. Anaheim St.	Wilmington 90744	3	52	167	156
9:15	Monday to Friday	A.H.F. Downtown Healthcare Center	1414 S. Grand Ave.	Los Angeles 90015	5	52	271	260
9:30	Wednesday	Matrix Institute	5220 W. Washington Blvd.	Los Angeles 90016	1	52	63	52
9:45	Friday	Positive Images Minority AIDS	5149 W. Jefferson Blvd.	Los Angeles 90016	1	52	63	52
9:55	Monday, Wednesday, Friday	A.H.F. Westside Healthcare Center	99 La Cienega Blvd.	Los Angeles 90211	3	52	167	156
11:00	Monday to Friday	A.H.F. West Hollywood	8212 Santa Monica Blvd.	West Hollywood 90046	5	52	271	260
11:15	Monday, Wednesday, Thursday, Friday	U.C.L.A. Project Flow	910 N. Vine St.	Los Angeles 90038	4	52	219	208
11:00	Thursday	Criminal Justice Center	210 W. Temple St.	Los Angeles 90012	1	52	63	52
11:45	Friday	Pacifica House	2501 W. El Segundo Blvd.	Hawthorne 90250	1	52	63	52
11:45	Wednesday	El Camino College	16007 S. Crenshaw Blvd.	Torrance 90506	1	52	63	52
12:00	Monday to Friday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	5	52	271	260
12:10	Monday, Thursday	Cal State Dominguez Hills	1000 E. Victoria St.	Carson 90747	4	52	219	208
12:10	Friday	Tarzana Treatment Center	2101 Magnolia Ave.	Long Beach 90806	1	52	63	52
13:00	Monday	Redgate Memorial Recovery Center	1775 Chestnut Ave.	Long Beach 90813	1	52	63	52
13:25	Monday, Thursday	Bienestar Human Services	1020 E. Pacific Coast Hwy.	Long Beach 90806	2	52	115	104
13:10	Friday	C.A.R.E. Program	411 E. 10th St.	Long Beach 90813	1	52	63	52

ROUTINE ROUTE SCHEDULE

DEPARTMENT OF PUBLIC HEALTH – LABORATORY COURIER SERVICES

Note: Estimate only. Based on 2011 Calendar Year [includes ten (10) County holidays]. Number of pick-up/delivery may vary from year to year, including any additions/deletions to the number of stops.

					Days per Week	Weeks per Year	Annual Stop Number	Annual Stop Number Deducting Holidays and No Pick-Up
13:25	Monday to Friday	OASIS Clinic	1807 E. 120th St.	Los Angeles 90059	5	52	271	260
13:40	Monday, Tuesday, Thursday	Jordan High School	2265 E. 103rd St.	Los Angeles 90002	3	52	167	156
14:05	Monday to Friday	U.S.C. Student Health	849 W. 34th St.	Los Angeles 90089	5	52	271	260
14:20	Monday to Friday	H. Claude Hudson C.H.C.	2829 S. Grand Ave.	Los Angeles 90007	5	52	271	260
15:00	Monday, Wednesday, Friday	T.H.E. Clinic	3834 S. Western Ave.	Los Angeles 90062	3	52	167	156
15:40	Monday to Friday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	5	52	271	260
ROUTE 6							**4,420**	**4,233**
7:15	Monday to Friday, Monday only 7:00	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	5	52	260	249
8:00	Monday to Friday, Monday only 7:30	H. Claude Hudson C.H.C.	2829 S. Grand Ave.	Los Angeles 90007	5	52	260	249
8:50	Monday to Friday	Edward R. Roybal C.H.C.	245 S. Fetterly Ave.	Los Angeles 90022	5	52	260	249
9:20	Monday to Friday	El Monte C.H.C.	10953 Ramona Blvd.	El Monte 91731	5	52	260	249
9:35	Monday to Friday	Ingleside Hospital	7500 Hellman Ave	Rosemead 91770	5	52	260	249
9:50	Monday to Friday	Central Juvenile Hall	1605 Eastlake Ave.	Los Angeles 90033	5	52	260	249
10:10	Monday to Friday	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	5	52	260	249
11:00	Monday to Friday	Monrovia Health Center	330 Maple Ave.	Monrovia 91016	5	52	260	249
11:30	Monday to Friday	Pomona Health Center	750 S. Park Ave.	Pomona 91766	5	52	260	249
12:00	Monday to Friday	La Puente Health Center	15930 Central Ave.	La Puente 91744	5	52	260	249
12:40	Monday to Friday	Whittier Health Center	7643 S. Painter Ave.	Whittier 90602	5	52	260	249
13:20	Monday to Friday	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	5	52	260	249
14:00	Monday to Friday, Friday only 15:55	Monrovia Health Center	330 Maple Ave.	Monrovia 91016	5	52	260	249
15:00	Monday to Friday, Friday only 15:20	Pomona Health Center	750 S. Park Ave.	Pomona 91766	5	52	260	249
15:15	Monday to Friday, Friday only 14:55	La Puente Health Center	15930 Central Ave.	La Puente 91744	5	52	260	249
15:45	Monday to Friday, Friday only 14:00	Whittier Health Center	7643 S. Painter Ave.	Whittier 90602	5	52	260	249
16:30	Monday to Friday	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	5	52	260	249

ROUTINE ROUTE SCHEDULE

DEPARTMENT OF PUBLIC HEALTH – LABORATORY COURIER SERVICES

Note: Estimate only. Based on 2011 Calendar Year [includes ten (10) County holidays]. Number of pick-up/delivery may vary from year to year, including any additions/deletions to the number of stops.

					Days per Week	Weeks per Year	Annual Stop Number	Annual Stop Number Deducting Holidays and No Pick-Up
ROUTE 7							**1,196**	**1,130**
8:00	Wednesday, Friday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	2	52	104	93
10:00	Monday to Friday	Central Regional Detention Facility	11705 S. Alameda St.	Lynwood 90262	5	52	260	249
10:00	Tuesday, Friday	Dollarhide Health Center	1108 N. Oleander St.	Compton 90221	2	52	104	93
10:30	Monday to Friday	Drew Satellite Clinic	2610 Industry Way	Lynwood 90262	5	52	260	249
11:30	Tuesday, Wednesday, Thursday, Friday	Oasis Clinic	3209 N. Alameda St.	Compton 90222	4	52	208	197
12:30	Monday to Friday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	5	52	260	249
ROUTE 8							**208**	**197**
8:30	Monday, Thursday	Public Health Pharmacy	241 N. Figueroa St., Rm B-9	Los Angeles 90012	2	52	104	104
9:30	Monday, Thursday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	2	52	104	93
ROUTE 9							**1,092**	**1,059**
8:00	Saturday	Twin Towers C.F. (Towers I & II)	450 & 550 Bauchet St.	Los Angeles 90012	1	52	52	
8:20	Saturday	H. Claude Hudson C.H.C.	2829 S. Grand Ave.	Los Angeles 90007	1	52	52	
8:45	Saturday	Harbor-UCLA Medical Center	1000 W. Carson St.	Torrance 90509	1	52	52	
9:10	Saturday	Martin Luther King, Jr. M.A.C.C.	12021 S. Wilmington Ave.	Los Angeles 90059	1	52	52	
9:30	Saturday	Central Regional Detention Facility	11705 S. Alameda St.	Lynwood 90262	1	52	52	
10:00	Saturday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	1	52	52	
TBD	Monday to Friday (AM)	North Hollywood Health Center	5300 Tujunga Ave.	North Hollywood, 91601	5	52	260	249
TBD	Monday to Friday (PM)	North Hollywood Health Center	5300 Tujunga Ave.	North Hollywood, 91601	5	52	260	249
TBD	Monday to Friday	Burke/Simms/Mann Health Center	2509 Pico Blvd., Room 325	Santa Monica, 90405	5	52	260	249

Total Annual Number of Stops **24,372**

TECHNICAL EXHIBIT 4

DEPARTMENT OF PUBLIC HEALTH

PUBLIC HEALTH LABORATORY

DAILY COURIER MANIFEST

COURIER SIGN OFF SHEET

(COURIER NAME)

Date:

Driver:

Pick-Up/Delivery Location	# of Items Delivered		# of Items (Bags) Picked-up				Pick-Up/Delivery Time	Site Contact Signature	Contact Name (Printed)
	Reports	Supplies	Room Temp	Refrig. Temp	Frozen Temp	Other			
(SITE NAME)									

NOTE: Drivers will be required to use a courier manifest at each stop.

NOTE: THIS IS A SAMPLE FORM. EACH NETWORK RESPONSIBLE FOR A SPECIFIC ROUTE SHOULD CUSTOMIZE THEIR OWN MANIFEST.

SAMPLE

PERSONNEL MONITORING TOOL

Name of Contract Employee:	Doc. Loc.*	Personnel Record #1	Personnel Record #2
INITIAL VERIFICATION			
Photo ID Badge/ID No.			
Conditions of Employment			
Date of Live Scan™ Background Check through County:			
Background Check by Contractor			
Valid Driver License Expiration Date			
Current Automobile License Expiration Date			
Vehicle Inspection			
Facility Orientation (Initial)			
Facility Annual Re-Orientation			
Area Specific Orientation (Annual)			
Sexual Harassment Prevention/Unacceptable Behavior			
HIPAA / Privacy (PHI)			
Health and Safety Standards			
Hazardous Materials			
Disaster management/ Emergency Plan			
Security/Threat Mgmt.			

Location of Document: "**A**" = Area, "**P**" = Facility Personnel, "**C**" = Contractor Office

PERSONNEL MONITORING TOOL

Name of Contract Employee:	Doc. Loc.*	Personnel Record #1	Personnel Record #2
Risk Management/Incident Reporting			
Code of Conduct/ Compliance			
Data/ Information Security Awareness; Safeguards for Protected Health Information			
Other Trainings:			

Location of Document: "**A**" = Area, "**P**" = Facility Personnel, "**C**" = Contractor Office

DEPARTMENT OF PUBLIC HEALTH
PRICE SHEET
LABORATORY COURIER SERVICES
ROUTINE ROUTE SERVICES

CONTRACTOR: ACCURATE COURIER SERVICES INC.
CONTRACT NO: _____

NUMBER OF STOPS PER MONTH (1)	ALL INCLUSIVE FIXED FEE PER STOP/PICK UP (2)*
2031	$12.37

* Estimate only, based on 2011 Calendar Year. Number may vary from year to year, including any additions/deletions to the number of stops.

*All cost associated with the Contractor's provision of Routine Route Services is included in the "All inclusive Fixed Fee per stop/pick up"

PRICE SHEET

NON-ROUTINE SERVICES

All Inclusive Additional Charges Per Stop/Pick Up

DEPARTMENT OF HEALTH SERVICES

	AS NEEDED	AS NEEDED	ON-CALL		STAT 2 hour period		SUPERSTAT 1 hour period	
	M - Thurs (after 6pm) Monday - Friday (6am - 6pm)	Weekends (Fri 6 pm - Mon 6am), Holidays (24 hr)	M - Thurs (after 6pm) Monday - Friday (6am - 6pm)	Weekends (Fri 6 pm - Mon 6am), Holidays (24 hr)	M - Thurs (after 6pm) Monday - Friday (6am - 6pm)	Weekends (Fri 6 pm - Mon 6am), Holidays (24 hr)	M - Thurs (after 6pm) Monday - Friday (6am - 6pm)	Weekends (Fri 6 pm - Mon 6am), Holidays (24 hr)
All inclusive charge per mile	**$1.70**	**$3.08**	**$1.70**	**$3.08**	**$2.05**	**$3.08**	**$2.55**	**$3.08**

The above all inclusive charge per mile includes a fuel charge of: $0.30
Fuel Price per gallon used: $3.96
Date: 4/1/11

EXHIBIT B3

LABORATORY COURIER SERVICES BUDGET SHEET - DEPARTMENT OF PUBLIC HEALTH (DPH)

DIRECT COST (List each staff classification)

*	**Payroll:**	FTE*	Hourly Rate (avg)	Contractor's Monthly Labor Hours (per FTE)	Monthly Total ($)
	Project Manager	1.00	$ 11.84	$ 173.33	
	Supervisors/Admin. Asst.	1.00	$ 11.84	$ 173.33	
	Couriers/Drivers	6.00	$ 11.84	$ 173.33	
				Total Salaries and Wages	**$ 16,417.82**

***FTE = Full Time Equivalent Positions**

	Employee Benefits	No. of Employees	Monthly Cost per FTE(avg)	Monthly Total ($)
	Medical/Dental/Life Insurance			
	Holiday Reserve, Vac, Sick Leave			
			Total Benefits	**$ -**

	Payroll Taxes (List all appropriate, e.g., FICA, SUI, Worker's Compensation, etc.)		Monthly Total ($)
	FICA & MDCR	$ 1,255.96	
	FUTA	$ 37.33	
	SUI	$ 289.33	
	Worker's Comp	$ 827.46	
	Other (Specify): CA SDI	$ 197.01	
		Total Payroll Taxes	**$ 2,607.09**

	Supplies & Services		Monthly Total ($)
	Uniforms	$ 26.25	
	Vehicle/Allowance	$ -	
	Fuel:		
**	Total No. of Miles Per Month: 19469.7		
***	Total No. of Gallons Per Month: 778.79		
	Total No. of Gallons Per Month x $ per Gallon:	$ 3,080.90	
	Equipment Repair	$ -	
	Transport Containers	$ 470.23	
	Other (Specify):	$ -	
	insurance	$ 471.09	
		Total Supplies & Services	**$ 4,022.22**
		TOTAL DIRECT COSTS	**$ 23,047.13**

INDIRECT COST (List all appropriate)	Monthly Total ($)
General Accounting/Bookkeeping	**$ -**
Telephone Utilities	**$ 317.70**
Management Overhead (Specify)	**$ -**
Other (Specify):	**$ -**
TOTAL INDIRECT COSTS	**$ 317.70**

TOTAL DIRECT AND INDIRECT COST	**$ 23,364.83**
PROFIT (Please enter percentage:)	**$ 1,758.64**
TOTAL MONTHLY PRICE**	**$ 25,123.47**
TOTAL ANNUAL PRICE	**$ 301,481.64**

* Should mirror employee classification details from Exhibit C, Contractor Staffing Plan.

** Fuel must be based on the fuel price published in the Official Energy Statistics from the United States Department of Energy website at http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm for Gasoline – Regular (monthly) for California.

*** Transportation mileage for Routine Services must be based on MapQuest web mapping service.

**** The monthly and annual totals must match the monthly and annual totals identified in Exhibit B1 DPH, Price Sheet.

MODEL CONTRACTOR STAFFING PLAN

COMPANY NAME **Accurate Courier Services Inc.**
COMPANY ADDRESS **11022 Santa Monica Blvd. Ste 100 Los Angeles, CA 90025**

PROJECT NAME **Laboratory Courier Services**
DEPARTMENT NAME **Department of Public Health**

DPH	EMPLOYEE NAME	POSITION TITLE	ROVER(S)	WORK SCHEDULE	HOURS WORKED PER DAY	FULL TIME/ PART TIME	HRLY RATE	HEALTH INS. YES/NO	MON HRS	TUES HRS	WED HRS	THRS HRS	FRI HRS	SAT HRS	SUN HRS	COUNTY TOTAL HRS	NON-CNTY TOTAL HRS	HIRE DATE	TERMINATION DATE
Route 1	Dominguez, C.	Driver		7:30-15:30	8	FT	11.84	N	8	8	8	8	8			40	0	8/1/2006	
Route 2	Portillo, A.	Driver		7:30-15:30	8	FT	11.84	N	8	8	8	8	8			40	0	6/1/2006	
Route 3	Blanco, A.	Driver		8:00 - 15:40	8	FT	11.84	N	8	8	8	8	8			40	0	11/27/2006	
Route 4	Quintanilla, Z.	Driver		8:00 - 15:30	8	FT	11.84	N	8	8	8	8	8			40	0	3/1/2007	
Route 5	Santagio, L.	Driver		8:00 - 15:40	8	FT	11.84	N	8	8	8	8	8			40	0	6/1/2006	
Route 6	Guzman, M.	Driver		7:15 - 16:30	8	FT	11.84	N	9	9	9	9	9			45	0	3/24/2009	
Route 7	Chazonovsky, R.	Driver		10:00 - 12:00	8	FT	11.84	N	8	8	8	8	8			40	0	6/1/2006	
	Linares, N.	Relief/ Supervisor		8:00 - 16:00	8	FT	11.84	N	8	8	8	8	8			40	0	6/1/2006	
	Blanco, R.	Manager		9:00 - 17:00	8	FT	11.84	N	8	8	8	8	8			40	0	6/1/2006	

EXHIBIT D

PROPOSER'S EEO CERTIFICATION

Accurate Courier Services, Inc
Company Name

11022 Santa Monica Blvd., Suite 100
Address

20-1942981
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(Y)	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(Y)	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(Y)	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(Y)	( )

Signature

04/10/2011
Date

Joseph Yemini, President and Chief Executive Officer
Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

ACCURATE COURIER SERVICES INC. CONTRACT NO. _____

DEPARTMENT OF PUBLIC HEALTH (DPH)			
County Project Director (Facility CEO)	**County Project Manager**	**County Project Monitor**	**Billing Address**
Public Health Laboratory 12750 Erickson Avenue Downey, CA 90242 Mary Beth Duke	Name: Mary Beth Duke Telephone: 562 658 1350 Fax: 562 401 5995 mduke@ph.lacounty.gov	Name: Mary Ledbetter Tel: 562 658 1351 Fax: 562 401 5999 mledbetter@ph.lacounty.gov **Site Contact:** Lynda Rivas Tel: 562 658 1341 LRivas@ph.lacounty.gov	Financial Management 5555 Ferguson Dr. Suite 100-50 Commerce, CA 90022 Attn: Razak Ayoola
Community Health Services 241 N. Figueroa Street, Room 346 Los Angeles, CA 90012 Deborah Davenport	Name: Deborah Davenport Tel: 213 240 8009 Fax: 213 250 8755 ddavenport@ph.lacounty.gov	Name: Katherine Levario Tel: 213 240 8053 klevario@ph.lacounty.gov **Site Contacts:** Pharmacy Daniel Hancz Tel: 213 250 8616 dhancz@ph.lacounty.gov Central Health Center Mitchell Kushner, MD Tel: 323 943 8332 mkushner@phlacounty.gov	Financial Management 5555 Ferguson Dr. Suite 100-50 Commerce, CA 90022 Attn: Razak Ayoola

CONTRACTOR'S ADMINISTRATION

CONTRACTOR: **ACCURATE COURIER SERVICES, INC.**

CONTRACT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Felipe Orduno
Title: Operations Manager
Address: 11022 Santa Monica Blvd., Suite 100
Telephone: 310 581 7128 x 100 Facsimile: 310 481-0695
E-Mail Address: felipe@accuratecourier.net

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Joseph Yemini
Title: President & CEO
Address: 11022 Santa Monica Blvd., Suite 100
Telephone: 310 581 7128 x 112 Facsimile: 310 481-0695
E-Mail Address: joseph@accuratecourier.net

Name: Jenna Taylor
Title: Director of Sales
Address: 11022 Santa Monica Blvd., Suite 100
Telephone: 310 581 7128 x 107 Facsimile: 310 481-0695
E-Mail Address: jenna.taylor@accuratecourier.net

Notices to Contractor shall be sent to the following:

Name: Joseph Yemini
Title: President & CEO
Address: 11022 Santa Monica Blvd., Suite 100
Telephone: 310 581 7128 x 112 Facsimile: 310 481-0695
E-Mail Address: joseph@accuratecourier.net

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME Accurate Courier Services, Inc. Contract No. _____

GENERAL INFORMATION

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this contract by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this contract may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE _____ DATE: 07 / 18 / 2011

PRINTED NAME: Joseph Yemini

POSITION: President & Chief Executive Officer

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

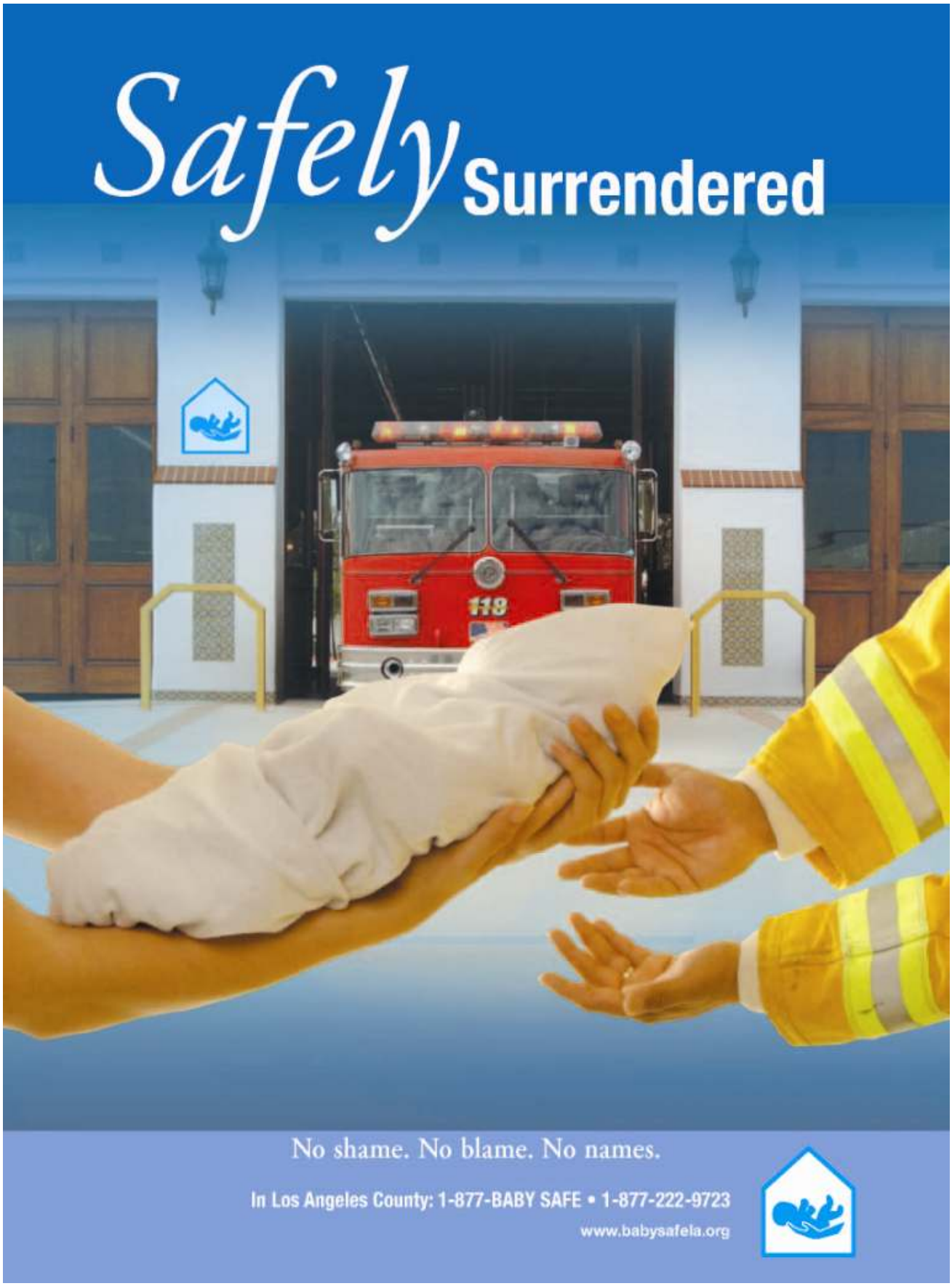
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

Safely Surrendered *Baby Law*

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

    a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
    b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
    c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or
2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be $9.64 per hour with health benefits, or $11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the

affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 per cent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 99-0048 § 1 (part), 1999)

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE
MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form *(Information to complete this form can be obtained from your weekly certified payroll reports)*. Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor ☐ Subcontractor ☐		Address: (Street, City, State, Zip)	
(2) Payroll No.:	(3) Work Location:	(4) From payroll period: ___/___/___ to payroll period: ___/___/___	(5) For Month Ending:
(6) Department Name:	(7) Contract Service Description:	(8) Contract Name & Number:	
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):	

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period 1	2	3	4	5	(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate $ Health Benefits Paid (16+18)
1												
2												
3												
4												
5												
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.		Total (This Page)										
Print Authorized Name:		Grand Total (All Pages)										

Authorized Signature:	Date: / /	Title:	Telephone Number (include area code) ( )	Page: ____ of ____

EXHIBIT L

COUNTY OF LOS ANGELES

LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:

_____ on the _____ ;
(Company or subcontractor Name) (Service, Building or Work Site)

that during the payroll period commencing on the _____ day of _____,and
(Calendar day of Month) (Month and Year)

ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

   A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

   □In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

   B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

   □Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title	Owner or Company Representative Signature:
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.	

FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.

M1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

M2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

M3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

EXHIBITS M1 THROUGH M3 – INTENTIONALLY OMITTED

AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A
"BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE
PORTABILITY AND ACCOUNTABILITY ACT OF 1996
AND THE HEALTH CARE INFORMATION TECHNOLOGY
FOR ECONOMIC AND CLINICAL HEALTH ACT
(BUSINESS ASSOCIATE AGREEMENT)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B*, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on a n individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160. 103. E lectronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. C ertain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no di stinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C .F.R. § 160. 103. E lectronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 a nd 164, also referred to as the Privacy Regulations.

1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or

received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. " Protected Health Information" includes Electronic Health Information.

1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

1.13 "Services" has the same meaning as in the body of this Agreement.

1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information,

Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. Except as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a risk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide

copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

[*Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities:* However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such

information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

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CHARITABLE CONTRIBUTIONS CERTIFICATION

COMPANY NAME	ACCURATE COURIER SERVICES, INC.
ADDRESS	11022 Santa Monica Blvd. Suite 100 Los Angeles, CA 90025
Internal Revenue Service Employer Identification Number	20-1942981
California Registry of Charitable Trusts "CT" number (if applicable)	

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature _____ Date 07/18/2011

Joseph Yemini, President & Chief Executive Officer
Name and Title of Signer (please print)

AGREEMENT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

ACCURATE COURIER SERVICES, INC.

FOR

DEPARTMENT OF HEALTH SERVICES

LABORATORY COURIER SERVICES

77653

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AGREEMENT BETWEEN
COUNTY OF LOS ANGELES
AND
ACCURATE COURIER SERVICES, INC.
FOR
DEPARTMENT OF HEALTH SERVICES
LABORATORY COURIER SERVICES

This Agreement and Exhibits made and entered into this 6th day of September, 2011 by and between the County of Los Angeles, hereinafter referred to as County and Accurate Courier Services, Inc. hereinafter referred to as Contractor. Accurate Courier Services, Inc. is located at 11022 Santa Monica Boulevard, Suite 100, Los Angeles, California 90025.

RECITALS

WHEREAS, pursuant to California Health and Safety Code Sections 1441 and 1445, County has established and operates, through its Department of Health Services (hereafter DHS) a network of County facilities; and

WHEREAS, the County may contract with private businesses for Laboratory Courier Services when certain requirements are met; and

WHEREAS, the Contractor is a private firm specializing in providing Laboratory Courier Services as described hereunder and possesses the competence, expertise, and personnel required to provide such services; and

WHEREAS, the County has determined that it is legal, feasible, and cost-effective to contract Laboratory Courier Services; and

WHEREAS, this Agreement is therefore authorized under Section 44.7 of the Los Angeles County Charter and Los Angeles County Codes Section 2.121.250; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

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1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N and O are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Agreement and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Agreement and then to the Exhibits according to the following priority.

Standard Exhibits:

1.1 EXHIBIT A - Statement of Work

1.2 EXHIBIT B1 - Price Sheet-Routine Route Services

1.3 EXHIBIT B2 - Price Sheet-Non-Routine Services

1.4 EXHIBIT C - Contractor's Schedule

1.5 EXHIBIT D - Contractor's EEO Certification

1.6 EXHIBIT E - County's Administration

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1.8 EXHIBIT G - Contractor Acknowledgement and Confidentiality Agreement

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1.12 EXHIBIT K - Monthly Certification for Applicable Health Benefit Payments

1.13 EXHIBIT L - Payroll Statement of Compliance

Health Insurance Portability AND Accountability Act (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) Agreement

1.14 EXHIBIT M - Contractor's Obligations as a " Business Associate" Under the Health Insurance Portability AND

Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH)

SB 1262 - Nonprofit Integrity Act of 2004

1.15 EXHIBIT N - Charitable Contributions Certification

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

2.1 **Agreement:** An agreement executed between County and Contractor. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.

2.2 **Contractor:** The sole proprietor, partnership, limited liability company or corporation that has entered into a contract with the County to perform or execute the work covered by the Statement of Work.

2.3 **Contractor's Project Manager:** The individual designated by the Contractor to administer the Agreement operations after the Agreement award.

2.4 **County Project Monitor:** Person with responsibility to oversee the day to day activities of this Agreement. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the Contractor.

2.5 **County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Agreement that cannot be resolved by the County's Project Manager.

2.6 **County Project Manager:** Person designated by County's Project Director to manage the operations under this Agreement.

2.7 **Day(s):** Calendar day(s) unless otherwise specified.

2.8 **Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

2.9 **Facility:** A County of Los Angeles, Department of Health Services site.

3.0 WORK

3.1 Pursuant to the provisions of this Agreement, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in Exhibit A, Statement of Work.

3.2 If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Agreement, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF AGREEMENT

4.1 The term of this Agreement shall commence on October 1, 2011 and continue in full force and effect for a period of five (5) years unless sooner terminated or extended, in whole or in part, as provided in this Agreement.

4.2 The County shall have the sole option to extend this Agreement term for on a month to month basis, not to exceed six (6) months for a maximum total Agreement term of five (5) years and six (6) months. Such option extension shall be exercised at the sole discretion of the Department.

4.3 The Contractor shall notify the Department when this Agreement is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided in Exhibit E - County's Administration.

5.0 AGREEMENT RATES

5.1 For performance of services under this Agreement, Contractor shall be compensated based on the "All Inclusive Fixed Fee Per Stop/Pick Up" rate multiplied by the "Number of Stops Per Month" as described in Exhibit B1, Price Sheet - Routine Route Services. Compensation for Non-Routine Services shall be according to the "All Inclusive Charge Per Mile" rate as described in Exhibit B2.

During the first three (3) years of the Agreement, all rates of compensation to Contractor will remain fixed with the single following exception: The fuel cost , may be adjusted, unilaterally by Director via an Administrative Amendment, on a quarterly basis, at the County's sole discretion, beginning three (3) months after the effective date of the Agreement. The adjustment, if any, shall be based on the increase or decrease in the fuel price published in the Official Energy Statistics from the United States Department of Energy website at

http://tonto.eia.doe.gov/dnav/pet/pet_pri_gnd_dcus_sca_m.htm for Gasoline – Regular (monthly) for California. The first fuel price percentage change may occur on January 1, 2012, using the DOE fuel price for the month of April 2011, $4.160, (Four Dollars and Sixteen Cents) as the initial basis for any adjustment. After an initial fuel price adjustment has been made by Director, any subsequent adjustment to the fuel price shall be based on a comparison with the most recently adjusted and published DOE fuel price for the month prior to the effective date of the quarter.

However, when the percentage increase or decrease in the applicable (either the April 2011 or subsequently Director adjusted) DOE fuel price is less than 5 per cent from the most recently adjusted and published DOE fuel price, no fuel adjustment shall be granted by Director. In the event the fuel adjustment is granted, the fuel adjustment (increase or decrease) will be added to or subtracted from, as applicable, to Exhibits B1, and B2. Such adjustments will be applied to the "All Inclusive Fixed Fee per Stop/Pick Up" for Routine Services and the "All Inclusive Charge Per Mile" for Non-Routine Services.

5.2 The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

5.3 The Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total Agreement authorization under this Agreement. Upon occurrence of this event, the Contractor shall send written notification to the appropriate Department at the address provided in Exhibit E.

5.4 **No Payment for Services Provided Following Expiration/ Termination of Contract**

The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Agreement. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Agreement

shall not constitute a w aiver of County's right to recover such payment from the Contractor. T his provision shall survive the expiration or other termination of this Agreement.

5.5 **Invoices and Payments**

5.5.1 The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and ot her work specified in Exhibit A - Statement of Work and elsewhere hereunder. The Contractor shall prepare invoices, which include the actual "Number of Stops Per Month" multiplied by the "All Inclusive Fixed Fee Per Stop/Pick Up" under the terms of this Agreement. Invoices for Non-Routine Services shall include "All Inclusive Charge Per Mile", miles driven to perform service, and details on type of route service provided further described in Exhibit A, Statement of Work, Paragraph 11.0 Non-Routine Services. The Contractor's payments shall be as provided in Exhibit B1 - Price Sheet-Routine Route Services, and B2, Price Sheet-Non-Routine Services and the Contractor shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the County. If the County does not approve work in writing no pay ment shall be due t o the Contractor for that work.

5.5.2 The **Contractor's invoices shall be priced in accordance with Exhibit B1 - Price Sheet-Routine Route Services, and B2, Price Sheet-Non-Routine Services**.

5.5.3 The Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.5.4 The Contractor shall submit the monthly invoices to the County by the 15th calendar day of the month following the month of service.

Prop A - Living Wage Program:

No invoice will be approved for payment unless the following is included:

- **Exhibit K - Monthly Certification for Applicable Health Benefit Payments** (if applicable)
- **Exhibit L - Payroll Statement of Compliance**

5.5.5 All invoices under this Agreement shall be submitted in two (2) copies to the respective billing as identified in Exhibit E, County's Administration.

5.5.6 **County Approval of Invoices**

All invoices submitted by the Contractor for payment must have the written approval of the County's Project Manager prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld.

5.5.7 **Local Small Business Enterprises – Prompt Payment Program – INTENTIONALLY OMITTED** (not applicable)

5.6 **Cost of Living Adjustments (COLA's)**

Beginning October 1, 2014, the All Inclusive Fixed Fee Per Stop/Pick up amount may be additionally adjusted annually based on the increase or decrease in the U.S. Department of Labor, Bureau of Labor Statistics' Consumer Price Index (CPI) for the Los Angeles-Riverside-Orange County Area for the most recently published percentage change for the 12-month period preceding the Agreement anniversary date, which shall be the effective date for any cost of living adjustment. However, any increase shall not exceed the general salary movement granted to County employees as determined by the Chief Executive Office as of each July 1 for the prior 12-month period. Furthermore, should fiscal circumstances ultimately prevent the Board from approving any increase in County employee salaries; no cost of living adjustments will be granted. Where the County decides to grant a Cost of Living Adjustment (COLA) pursuant to this paragraph for living wage contracts, it may, in its sole discretion exclude the cost of labor (including the cost of wages and benefits paid to employees providing services under this contract) from the base upon which a COLA is calculated, unless the Contractor can show that his/her labor cost will actually increase. A request for an Inflation adjustment with corresponding revised budgets must be requested in writing along with supporting documentation to the Contracts and Grants Division. The request must be submitted 30 days prior to the end of each contract year for the following contract year.

6.0 ADMINISTRATION OF AGREEMENT - COUNTY

COUNTY ADMINISTRATION

The County Project Director shall have the authority to administer this Contract on behalf of the County. The Director of Health Services (Director) retains professional and administrative responsibility for the services rendered under this Agreement. A listing of all County

Administration is referenced in the following sub-paragraphs are designated in Exhibit E - County's Administration. T he County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County Project Director

Responsibilities of the County Project Director include:

- ensuring that the objectives of this Agreement are met; and
- providing direction to the Contractor in the areas relating to County policy, information requirements, and pr ocedural requirements.

6.2 County Project Manager

The responsibilities of the County Project Manager include:

- meeting with the Contractor's Project Manager on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor.

The County Project Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate County in any respect whatsoever.

6.3 County Project Monitor

The County Project Monitor is responsible for overseeing the day-to-day administration of this Agreement. T he County Project Monitor reports to the County's Project Manager.

7.0 ADMINISTRATION OF AGREEMENT – CONTRACTOR

Contractor's Authorized Official(s) are designated in Exhibit F. Contractor shall promptly notify County in writing of any change in the name(s) or address(es) of Contractor's Authorized Official(s). Contractor represents and warrants that all requirements of Contractor have been fulfilled to provide actual authority to such officials to execute documents under this Agreement on behalf of Contractor

7.1 Contractor's Project Manager

7.1.1 Contractor shall provide a full-time Project Manager. The Contractor's Project Manager, and his/her authorized designee (if applicable), must have a minimum of three (3) years of experience managing laboratory courier services.

7.1.2 The Contractor's Project Manager is designated in Exhibit F - Contractor's Administration. The Contractor shall notify the County in writing of any change in the name or address of the Contractor's Project Manager.

7.1.3 The Contractor's Project Manager shall be responsible for the Contractor's day-to-day activities as related to this Agreement and shall coordinate with County's Project Manager and County's Project Monitor on a regular basis.

7.1.4 Contractor's Project Manager shall act as a central point of contact with the County. County must have access to the Contractor's Project Manager, or his/her authorized designee, during all hours, 365 days per year. Contractor shall provide a telephone number where the Project Manager, or his/her authorized designee, may be reached on a twenty-four (24) hour per day basis, seven (7) days a week.

7.1.5 If approved by County Project Manager, Contractor may have more than one (1) full-time Project Manager to fulfill the availability requirement. Contractor's Project Manager, or his/her authorized designee, shall have full authority to act for Contractor on all matters relating to the daily operation of the Agreement. Contractor's Project Manager, or his/her authorized designee, shall be able to effectively communicate, in English, both orally and in writing.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Project Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Agreement with a photo identification badge.

Contractor's employees assigned to provide services to County may be required to have a *County Identification (ID) badge* on their person and visible at all times. Contractor bears all expense of the County ID badges.

7.3.1 Upon written notification by the County, Contractor is responsible to ensure that employees have obtained a *County ID badge* before they are assigned to provide services to County. Contractor personnel may be asked to leave Facility by a County representative if they do not have the proper *County ID badge* on their person.

7.3.2 Contractor shall notify the County within one business day when staff is terminated from working under this Agreement. Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has terminated employment with the Contractor.

7.3.3 If County requests the removal of Contractor's staff, Contractor shall retrieve and return an employee's ID badge to the County on the next business day after the employee has been removed from working on the County's Agreement.

7.4 Background and Security Investigations

7.4.1 All Contractor staff performing services under this Agreement, who are in a designated sensitive position, as determined by County in County's sole discretion, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Agreement. County shall use its discretion in determining the method of background clearance to be used, which may include, but is not limited to, fingerprinting. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background investigation.

7.4.2 County may request that the Contractor's staff be immediately removed from performing services under the Agreement at any time during the term of the Agreement. County will not provide to Contractor or to Contractor's staff any information obtained through the County's background investigation.

7.4.3 County may immediately, in its sole discretion, deny or terminate Facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its

obligation to complete all work in accordance with the terms and conditions of this Agreement.

7.5 Confidentiality

7.5.1 Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

7.5.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

7.5.3 Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

7.5.4 Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit G1.

7.6 Staff Performance Under The Influence

Contractor shall not knowingly permit any employee to perform services under this Agreement while under the influence of any alcoholic beverage, medication, narcotic, or other substance which might impair their physical or mental performance.

7.7 Licenses, Permits, Registrations, Accreditations, and Certificates

Contractor shall obtain and maintain in effect during the term of this Agreement, all valid licenses, permits, registrations, accreditations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, accreditations, and certificates required by law which are applicable to their performance of services hereunder. All such licenses, permits, registrations, accreditations, and certifications relating to services hereunder shall be made available to County upon request.

7.8 Mandatory Personnel Monitoring Reports

Contractor shall maintain documentation demonstrating its staff is in full compliance with all Department and Facility orientation and annual re-orientation trainings, health screenings, background checks, performance evaluations, policies and procedures. Contractor shall provide the County Project Monitor with a semi-annual report in the same or substantially similar format as (Statement of Work, Technical, Exhibit 5, Mandatory Personnel Monitoring Tool) to demonstrate compliance by each Contractor employee. The County Project Manager, County Project Monitor or other authorized County personnel shall monitor and/or audit and re-audit Contractor's compliance with personnel monitoring at any time during the term of this Agreement.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

8.1.1 For any change which affects the scope of work, term, Agreement Sum, payments, or any term or condition included under this Agreement, an Amendment shall be prepared and executed by the Contractor and by the Board of Supervisors.

8.1.2 The County's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Agreement during the term of this Agreement. The County reserves the right to add and/or change such provisions as required by the

County's Board of Supervisors or Chief Executive Officer. To implement such changes, an A mendment to the Agreement shall be prepared and executed by the Contractor and by the Department.

8.1.3 An Amendment to the Agreement shall be prepared by the County and executed by the Contractor and by Director or his/her designee to add, delete, or change Facilities and routes to meet critical patient care or departmental needs, make permitted changes to the scope in services. Any such change will affect the laboratory courier services required herein, and may result in a r eduction or augmentation of required Agreement services.

8.1.4 The Director or his/her designee may at his/her sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Agreement. The Contractor agrees that such extensions of time shall not change any other term or condition of this Agreement during the period of such extensions. T o implement an ex tension of time, an Amendment to the Agreement shall be prepared and executed by the Contractor and by the Director or designee.

8.1.5 The Director or his/her designee, may require, at his/her sole discretion, the addition and/or change of certain terms and conditions in the Agreement to conform to changes in federal or state law or regulation or County policy, during the term of this Agreement. The County reserves the unilateral right to add and/ or change such provisions as required by law, regulation or County policy, without the need f or Contractor's written consent, to preserve this Agreement's conformity and c ompliance to federal and state law or regulation or County policy as deemed necessary by the County's Board of Supervisors, County Counsel or the Chief Executive Officer.

8.1.6 The Director or his/her designee, at his/her sole discretion, is authorized to approve and execute COLAs in the last two years of the Agreement, consistent with the Board's COLA policy, and as defined in Paragraph 5.6, Cost of Living Adjustments.

8.1.7 The Director or his/her designee, at his/her sole discretion, is authorized to approve and execute fuel price adjustments on a qu arterly basis as defined in Paragraph 5.0, Agreement Rates.

8.2 ASSIGNMENT AND DELEGATION

8.2.1 The Contractor shall not assign its rights or delegate its duties under this Agreement, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Agreement, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Agreement shall be deducted, at County's sole discretion, against the claims, which the Contractor may have against the County.

8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Agreement, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Agreement.

8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Agreement which may result in the termination of this Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUTHORIZATION WARRANTY

The Contractor represents and warrants that the person executing this Agreement for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Agreements, the County reserves the right to reduce its payment obligation under this Agreement correspondingly for that fiscal year and any subsequent fiscal year during the term of this Agreement (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the Contractor shall continue to provide all of the services set forth in this Agreement.

8.5 COMPLAINTS

The Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.5.1 Within ten (10) business days after Agreement effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.5.2 The County will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.5.3 If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within ten (10) business days for County approval.

8.5.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

8.5.5 The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.

8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

8.5.7 Copies of all written responses shall be sent to the County's Project Manager within five (5) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

8.6.1 In the performance of this Agreement, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

8.6.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.6 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.6.3 **Facilities Rules and Regulations**

During the time that Contractor's agents, employees, or subcontractors are at a Facility, Contractor and such persons shall be subject to the rules and regulations of that Facility. County Project Monitor shall furnish a copy of rules and regulations to Contractor pertaining to the Facility prior to the execution of this Agreement and, during the term of this Agreement, shall furnish Contractor with any changes

thereto as from time to time may be adopted. It is the responsibility of Contractor to acquaint all persons who may provide services hereunder with such rules and regulations. Contractor agrees to immediately and permanently withdraw any of its employees or subcontractors from the provision of services hereunder upon receipt of written notice from the Director that: (1) such employee or subcontractor has violated such rules or regulations, or (2) such employee's or subcontractor's actions while on County premises, indicate that such employee or subcontractor's actions while on County premises, indicate that such employee or subcontractor may adversely affect the delivery of health care services to County patients. The Director must submit with such notice a written statement of the facts supporting any such alleged violation or action.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Agreementor under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D - Contractor's EEO Certification.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Agreementis subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit H and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that

provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the contract.

3. If the Contractor is not required to comply with the Jury Service Program when the Agreementcommences, the Contractor shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program's definition of "Contractor" or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Agreementand at its sole discretion, that the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or

that the Contractor continues to qualify for an exception to the Program.

4. Contractor's violation of this sub-paragraph of the Agreementmay constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Agreementand/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

8.9.1 No County employee whose position with the County enables such employee to influence the award or administration of this Agreementor any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.9.2 The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of this Agreementto perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

8.11.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 **Responsible Contractor**

A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

8.12.2 **Chapter 2.202 of the County Code**

The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

8.12.3 **Non-responsible Contractor**

The County may debar a Contractor if the Board of Supervisors finds, in its discretion, that the Contractor has done any of the following: (1) violated a term of a contract

with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.12.4 **Contractor Hearing Board**

1. If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

2. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

4. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County

may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

5. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

6. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.12.5 **Subcontractors of Contractor**

These terms shall also apply to Subcontractors of County Contractors.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The

Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Agreementare in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.14.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Agreementto comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Agreementmaintain in compliance with employment and wage

reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The County or its agent will evaluate the Contractor's performance under this Agreementon not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Agreementterms and conditions and performance standards. Contractor deficiencies which the County determines are severe or

continuing and that may place performance of the Agreementin jeopardy if not corrected will be reported to the Board of Supervisors.

The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Agreementor impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreementmeet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.20 CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER

The Contractor recognizes that health care Facilities maintained by County provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which County may immediately terminate this Contract.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Agreementshall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreementand further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

8.22.1 This Agreementis by and bet ween the County and t he Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.22.2 The Contractor shall be s olely liable and r esponsible for providing to, or on be half of, all persons performing work pursuant to this Agreementall compensation and benefits. The County shall have no l iability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.22.3 The Contractor understands and agr ees that all persons performing work pursuant to this Agreementare, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. T he Contractor shall be s olely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.22.4 The Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and ag ents from and against any and a ll liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and i n the performance of this Agreementand until all of its obligations pursuant to this Agreementhave been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.24 and 8.25 of this Contract. These minimum insurance coverage terms, types and limits (the

"Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

8.24.1 **Evidence of Coverage and Notice to County**

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.

- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand ($50,000.00) dollars, and list any County required endorsement forms.

- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to Department at the address shown in Exhibit E. Contractor also shall promptly report to County any injury or property damage accident or incident, including any

injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

8.24.2 **Additional Insured Status and Scope of Coverage**

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

8.24.3 **Cancellation of Insurance**

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

8.24.4 **Failure to Maintain Insurance**

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall

constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

8.24.5 **Insurer Financial Ratings**

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A:VII unless otherwise approved by County.

8.24.6 **Contractor's Insurance Shall Be Primary**

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

8.24.7 **Waivers of Subrogation**

To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

8.24.8 **Sub-Contractor Insurance Coverage Requirements**

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

8.24.9 **Deductibles and Self-Insured Retentions (SIRs)**

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as respects the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.10 **Claims Made Coverage**

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Agreementexpiration, termination or cancellation.

8.24.11 **Application of Excess Liability Coverage**

Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

8.24.12 **Separation of Insureds**

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

8.24.13 **Alternative Risk Financing Programs**

The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

8.24.14 **County Review and Approval of Insurance Requirements**

The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

8.25 INSURANCE COVERAGE

8.25.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 0 1), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	$2 million
Products/Completed Operations Aggregate:	$1 million
Personal and Advertising Injury:	$1 million
Each Occurrence:	$1 million

8.25.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than $2 million for bodily injury and pr operty damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable. Additionally, a Motor Carrier endorsement (ISO policy form 00 20) and Pollution Liability endorsement (ISO policy form CA 99 48) for covered autos shall be attached.

8.25.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than $1 m illion per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and t he endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. I f applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be no n-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other

remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Director, or his/her designee, determines that there are deficiencies in the performance of this Agreement that the Director , or his/her designee, deems are correctable by the Contractor over a certain time span, the Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director, or his/her designee, may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Agreement Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars ($100) per day per infraction, or as specified in the Performance Requirements Summary (PRS) Chart, as defined in Appendix C, Technical Exhibit 2, hereunder, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or (c) Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Agreement provided by law or as specified in the PRS or

sub-paragraph 8.26.2, and shall not, in any manner, restrict or limit the County's right to terminate this Agreementas agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Agreementprovide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.28.1 The Contractor certifies and agr ees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.28.2 The Contractor shall certify to, and c omply with, the provisions of Exhibit D - Contractor's EEO Certification.

8.28.3 The Contractor shall take affirmative action to ensure that applicants are employed, and t hat employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and s election for training, including apprenticeship.

8.28.4 The Contractor certifies and agr ees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.28.5 The Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on t he grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be

excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

8.28.6 The Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the County.

8.28.7 If the County finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While

the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars ($500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict (Department) from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director of Health Services, or authorized designee shall resolve it.

8.32 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit I of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

8.34.1 All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits E - County's Administration and F - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Director or his/her designee shall have the authority to issue all notices or demands required or permitted by the County under this Contract

8.34.2 **Electronic Notice:** In addition, and in lieu of written notification, the Director, or his/her designee, shall have the authority to issue any notice to Contractor electronically via e-mail at the designated email address as identified in Exhibit F – Contractor's Administration. This includes all

notices or demands required or permitted by the County under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this

Agreement within the following conditions:

- The Contractor shall develop all publicity material in a professional manner; and

- During the term of this Contract, the Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.37.2 The Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Agreement with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.38.1 In the event that an audit of the Contractor is conducted specifically regarding this Agreement by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, including audits conducted by the Medicare and Medi-Cal programs, or both, then the

Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

8.38.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Agreement upon which the County may terminate or suspend this Contract.

8.38.3 If, at any time during the term of this Agreement or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Agreement or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Agreement exceed the funds appropriated by the County for the purpose of this Contract.

8.38.4 In addition to the above, the Contractor agrees, should the County or its authorized representatives determine, in the County's sole discretion, that it is necessary or appropriate to review a broader scope of the Contractor's records (including, certain records related to non-County contracts) to enable the County to evaluate the Contractor's compliance with the County's Living Wage Program, that the Contractor shall promptly and without delay provide to the County, upon the written request of the County or its authorized representatives, access to and the right to examine, audit, excerpt, copy, or transcribe any and all transactions, activities, or records relating to any of its employees who have provided services to the County under this Contract, including without limitation, records relating to work performed by said employees on the Contractor's non-County contracts. The Contractor further acknowledges that the foregoing requirement in this subparagraph relative to

Contractor's employees who have provided services to the County under this Agreement is for the purpose of enabling the County in its discretion to verify the Contractor's full compliance with and adherence to California labor laws and the County's Living Wage Program. All such materials and information, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Agreement and for a period of five (5) years thereafter unless the County's written permission is given to dispose of any such materials and information prior to such time. All such materials and information shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such materials and information is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such materials and information at such other location.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

8.40.1 The requirements of this Agreement may not be subcontracted by the Contractor **without the advance approval of the County**. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.

8.40.2 If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

8.40.3 The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

8.40.4 The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

8.40.5 The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

8.40.6 The County's Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for its files.

8.40.7 The Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.

8.40.8 The Contractor shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor. The Contractor shall ensure delivery of all such documents to the Department as identified in Exhibit E before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Agreement pursuant to sub-paragraph

8.43 - Termination for Default and pur sue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 8.51 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this contract. Without limiting the rights and r emedies available to County under any other provision of this contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.43 TERMINATION FOR CONVENIENCE

8.43.1 This Agreement may be terminated, in whole or in part, from time to time, when such action is deemed by the County, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

8.43.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Agreement on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.43.3 All material including books, records, documents, or other evidence bearing on the costs and ex penses of the Contractor under this Agreement shall be maintained by the Contractor in accordance with sub-paragraph 8.38, Record Retention AND Inspection/Audit Settlement.

8.44 TERMINATION FOR DEFAULT

8.44.1 The County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or

- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or

- Contractor fails to demonstrate a hi gh probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Agreement and in either case, fails to demonstrate convincing progress toward a c ure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.44.2 In the event that the County terminates this Agreement in whole or in part as provided in sub-paragraph 8.43.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Agreement to the extent not terminated under the provisions of this sub-paragraph.

8.44.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the Contractor. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As

used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

8.44.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been i ssued pursuant to sub-paragraph 8.42 - Termination for Convenience.

8.44.5 The rights and remedies of the County provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.45 TERMINATION FOR IMPROPER CONSIDERATION

8.45.1 The County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment, or extension of this Agreement or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.

8.45.2 The Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. T he report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.45.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.46 TERMINATION FOR INSOLVENCY

8.46.1 The County may terminate this Agreement forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;

- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;

- The appointment of a Receiver or Trustee for the Contractor; or

- The execution by the Contractor of a general assignment for the benefit of creditors.

8.46.2 The rights and remedies of the County provided in this sub-paragraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.47 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.48 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Agreement during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Agreement in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Agreement shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.49 VALIDITY

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

8.50 WAIVER

No waiver by the County of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.51 WARRANTY AGAINST CONTINGENT FEES

8.51.1 The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any Agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.51.2 For breach of this warranty, the County shall have the right to terminate this Agreement and, at its sole discretion, deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.52 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

8.52.1 Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

8.52.2 Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 COMPLIANCE WITH THE COUNTY'S LIVING WAGE PROGRAM

9.1.1 Living Wage Program

This Agreement is subject to the provisions of the County's ordinance entitled Living Wage Program as codified in Sections 2.201.010 through 2.201.100 of the Los Angeles County Code, a copy of which is attached as Exhibit J and incorporated by reference into and made a part of this Contract.

9.1.2 Payment of Living Wage Rates

1. Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not an "Employer" as defined under the Program (Section 2.201.020 of the County Code) or that the Contractor qualifies for an exception to the Living Wage Program (Section 2.201.090 of the County Code), the Contractor shall pay its Employees no less than the applicable hourly living wage rate, as set forth immediately below, for the Employees' services provided to the County, including, without limitation, "Travel Time" as defined below at subsection 5 of this Subparagraph 9.1.2 under the Contract:

    a. Not less than $11.84 per hour if, in addition to the per-hour wage, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents; or

    b. Not less than $9.64 per hour if, in addition to the per-hour wage, the Contractor contributes at least $2.20 per hour towards the provision of bona fide health care benefits for its Employees and any dependents. The Contractor will be deemed to have contributed $2.20 per hour towards the provision of bona fide health care benefits if the benefits are provided through the County Department of Health Services Community Health Plan. If, at any time during the Contract, the Contractor contributes less than $2.20 per hour towards the provision of bona fide health care benefits, the Contractor shall be required to pay its Employees the higher hourly living wage rate.

2. For purposes of this sub-paragraph, "Contractor" includes any subcontractor engaged by the Contractor to perform services for the County under the Contract. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract and a copy of the Living Wage Program shall be attached to the subcontract. "Employee" means any individual who is an employee of the Contractor under the laws of California, and who is providing full-time services to the Contractor, some or all of which are provided to the County under the Contract. "Full-time" means a minimum of 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the County; however, fewer than 35 hours worked per week will not, in any event, be considered full-time.

3. If the Contractor is required to pay a living wage when the Agreement commences, the Contractor shall continue to pay a living wage for the entire term of the Contract, including any option period.

4. If the Contractor is not required to pay a living wage when the Agreement commences, the Contractor shall have a continuing obligation to review the applicability of its "exemption status" from the living wage requirement. The Contractor shall immediately notify the County if the Contractor at any time either comes within the Living Wage Program's definition of "Employer" or if the Contractor no longer qualifies for an exception to the Living Wage Program. In either event, the Contractor shall immediately be required to commence paying the living wage and shall be obligated to pay the living wage for the remaining term of the Contract, including any option period. The County may also require, at any time during the Agreement and at its sole discretion, that the Contractor demonstrate to the County's satisfaction that the Contractor either continues to remain outside of the Living Wage Program's definition of "Employer" and/or that the Contractor continues to qualify for an exception to the Living Wage Program. Unless the Contractor satisfies this requirement within the time frame permitted by the County, the Contractor shall immediately be required to pay the living wage for the

remaining term of the Contract, including any option period.

5. For purposes of the Contractor's obligation to pay its Employees the applicable hourly living wage rate under this Contract, “Travel Time” shall have the following two meanings, as applicable: 1) With respect to travel by an Employee that is undertaken in connection with this Contract, Travel Time shall mean any period during which an Employee physically travels to or from a County facility if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time; and 2) With respect to travel by an Employee between County facilities that are subject to two different contracts between the Contractor and the County (of which both contracts are subject to the Living Wage Program), Travel Time shall mean any period during which an Employee physically travels to or from, or between such County facilities if the Contractor pays the Employee any amount for that time or if California law requires the Contractor to pay the Employee any amount for that time.

9.1.3 **Contractor’s Submittal of Certified Monitoring Reports**

The Contractor shall submit to the County certified monitoring reports at a frequency instructed by the County. The certified monitoring reports shall list all of the Contractor’s Employees during the reporting period. The certified monitoring reports shall also verify the number of hours worked, the hourly wage rate paid, and the amount paid by the Contractor for health benefits, if any, for each of its Employees. The certified monitoring reports shall also state the name and identification number of the Contractor’s current health care benefits plan, and the Contractor’s portion of the premiums paid as well as the portion paid by each Employee. All certified monitoring reports shall be submitted on forms provided by the County (Exhibit K and Exhibit L), or other form approved by the County which contains the above information. The County reserves the right to request any additional information it may deem necessary. If the County requests additional information, the Contractor shall promptly provide such information. The Contractor, through one of its officers, shall certify under penalty of perjury that the information contained in each certified monitoring report is true and accurate.

9.1.4 **Contractor's Ongoing Obligation to Report Labor Law/Payroll Violations and Claims**

During the term of the Contract, if the Contractor becomes aware of any labor law/payroll violation or any complaint, investigation or proceeding ("claim") concerning any alleged labor law/payroll violation (including but not limited to any violation or claim pertaining to wages, hours and working conditions such as minimum wage, prevailing wage, living wage, the Fair Labor Standards Act, employment of minors, or unlawful employment discrimination), the Contractor shall immediately inform the County of any pertinent facts known by the Contractor regarding same. This disclosure obligation is not limited to any labor law/payroll violation or claim arising out of the Contractor's Agreement with the County, but instead applies to any labor law/payroll violation or claim arising out of any of the Contractor's operations in California.

9.1.5 **County Auditing of Contractor Records**

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to the certified monitoring reports. T he Contractor is required to maintain all such records in California until the expiration of four (4) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

9.1.6 **Notifications to Employees**

The Contractor shall place County-provided living wage posters at each of the Contractor's places of business and locations where the Contractor's Employees are working. The Contractor shall also distribute County-provided notices to each of its Employees at least once per year. The Contractor shall translate posters and handouts into Spanish and any other language spoken by a s ignificant number of Employees.

9.1.7 **Enforcement and Remedies**

If the Contractor fails to comply with the requirements of this sub-paragraph, the County shall have the rights and remedies described in this sub-paragraph in addition to any rights and remedies provided by law or equity.

1. Remedies For Submission of Late or Incomplete Certified Monitoring Reports. If the Contractor submits a certified monitoring report to the County after the date it is due or if the report submitted does not contain all of the required information or is inaccurate or is not properly certified, any such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

    a. Withholding of Payment. If the Contractor fails to submit accurate, complete, timely and properly certified monitoring reports, the County may withhold from payment to the Contractor up to the full amount of any invoice that would otherwise be due, until the Contractor has satisfied the concerns of the County, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

    b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to submit an accurate, complete, timely and properly certified monitoring report will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, in the event that a certified monitoring report is deficient, including but not limited to being late, inaccurate, incomplete or uncertified, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages in the amount of $100 per monitoring report for each day until the County has been provided with a properly prepared, complete and certified monitoring report. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

    c. Termination. The Contractor's continued failure to submit accurate, complete, timely and properly certified monitoring reports may constitute a material breach of the Contract. In the event of such

material breach, the County may, in its sole discretion, terminate the Contract.

2. Remedies for Payment of Less Than the Required Living Wage. If the Contractor fails to pay any Employee at least the applicable hourly living wage rate, such deficiency shall constitute a breach of the Contract. In the event of any such breach, the County may, in its sole discretion, exercise any or all of the following rights/remedies:

   a. Withholding Payment. If the Contractor fails to pay one or more of its Employees at least the applicable hourly living wage rate, the County may withhold from any payment otherwise due the Contractor the aggregate difference between the living wage amounts the Contractor was required to pay its Employees for a given pay period and the amount actually paid to the employees for that pay period. The County may withhold said amount until the Contractor has satisfied the County that any underpayment has been cured, which may include required submittal of revised certified monitoring reports or additional supporting documentation.

   b. Liquidated Damages. It is mutually understood and agreed that the Contractor's failure to pay any of its Employees at least the applicable hourly living wage rate will result in damages being sustained by the County. It is also understood and agreed that the nature and amount of the damages will be extremely difficult and impractical to fix; that the liquidated damages set forth herein are the nearest and most exact measure of damages for such breach that can be fixed at this time; and that the liquidated damages are not intended as a penalty or forfeiture for the Contractor's breach. Therefore, it is agreed that the County may, in its sole discretion, assess against the Contractor liquidated damages of $50 per Employee per day for each and every instance of an underpayment to an Employee. The County may deduct any assessed liquidated damages from any payments otherwise due the Contractor.

   c. Termination. The Contractor's continued failure to pay any of its Employees the applicable hourly living wage rate may constitute a material breach of the Contract. In the event of such material breach, the

County may, in its sole discretion, terminate the Contract.

3. Debarment. In the event the Contractor breaches a requirement of this sub-paragraph, the County may, in its sole discretion, bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach, in accordance with Los Angeles County Code, Chapter 2.202, Determinations of Contractor Non-Responsibility and Contractor Debarment.

9.1.8 **Use of Full-Time Employees**

The Contractor shall assign and use full-time Employees of the Contractor to provide services under the Agreement unless the Contractor can demonstrate to the satisfaction of the County that it is necessary to use non-full-time Employees based on staffing efficiency or County requirements for the work to be performed under the Contract. It is understood and agreed that the Contractor shall not, under any circumstance, use non-full-time Employees for services provided under the Agreement unless and until the County has provided written authorization for the use of same. The Contractor submitted with its proposal a full-time Employee staffing plan. If the Contractor changes its full-time Employee staffing plan, the Contractor shall immediately provide a copy of the new staffing plan to the County.

9.1.9 **Contractor Retaliation Prohibited**

The Contractor and/or its Employees shall not take any adverse action which would result in the loss of any benefit of employment, any contract benefit, or any statutory benefit for any Employee, person or entity who has reported a violation of the Living Wage Program to the County or to any other public or private agency, entity or person. A violation of the provisions of this sub-paragraph may constitute a material breach of the Contract. In the event of such material breach, the County may, in its sole discretion, terminate the Contract.

9.1.10 **Contractor Standards**

During the term of the Contract, the Contractor shall maintain business stability, integrity in employee relations and the financial ability to pay a living wage to its employees. If requested to do so by the County, the Contractor shall demonstrate to the satisfaction of the

County that the Contractor is complying with this requirement.

9.1.11 **Employee Retention Rights**

1. The Contractor shall offer employment to all retention employees who are qualified for such jobs. A "retention employee" is an individual:

   a. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act; and

   b. Who has been employed by a Contractor under a predecessor Proposition A contract or a predecessor cafeteria services contract with the County for at least six months prior to the date of this new Contract, which predecessor contract was terminated by the County prior to its expiration; and

   c. Who is or will be terminated from his or her employment as a result of the County entering into this new contract.

2. The Contractor is not required to hire a retention employee who:

   a. Has been convicted of a crime related to the job or his or her performance; or

   b. Fails to meet any other County requirement for employees of a Contractor.

3. The Contractor shall not terminate a retention employee for the first 90 days of employment under the contract, except for cause. Thereafter, the Contractor may retain a retention employee on the same terms and conditions as the Contractor's other employees.

9.1.12 **Neutrality in Labor Relations**

The Contractor shall not use any consideration received under the Agreement to hinder, or to further, organization of, or collective bargaining activities by or on behalf of the Contractor's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining Contract, or which would otherwise be

permitted under the provisions of the National Labor Relations Act.

9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA) AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (HITECH)

The County is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the Contractor provides services to the County and the Contractor receives, has access to, and/or creates Protected Health Information as defined in Exhibit N in order to provide those services. The County and the Contractor therefore agree to the terms of Exhibit N, Contractor's Obligations As a "Business Associate" Under Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) (Business Associate Agreement).

9.3 LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE PROGRAM

9.3.1 This Agreement is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

9.3.2 The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

9.3.3 The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

9.3.4 If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has

been awarded this Agreement to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the state and OAAC of this information prior to responding to a solicitation or accepting a Agreement award.

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT - Intentionally Omitted

9.5 PATENT, COPYRIGHT AND TRADE SECRET - Intentionally Omitted

9.6 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit O, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

9.7 TRANSITIONAL JOB OPPORTUNITIES PREFERENCE PROGRAM

9.7.1 This Agreement is subject to the provisions of the County's ordinance entitles Transitional Job Opportunities Preference Program, as codified in Chapter 2.205 of the Los Angeles County Code.

9.7.2 Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Transitional Job Opportunity vendor.

9.7.3 Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Transitional Job Opportunity vendor.

9.7.4 If Contractor has obtained County certification as a Transitional Job Opportunity vendor by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

1. Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

2. In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent (10%) of the amount of the contract; and

3. Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any entity that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the certifying department of this information prior to responding to a solicitation or accepting a contract award.

9.8 FEDERAL ACCESS TO RECORDS

If, and to the extent that, Section 1861(v)(1)(I) of the Social Security Act (42 U.S.C. Section 1395x(v)(1)(I) is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States

Department of Health and Human Services or the Controller General of the United States, or to any of their authorize representatives, the Contracts, books, documents and records of Contractor which are necessary to verify the nature and extent of the costs of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars ($10,000) or more over a twelve (12) month period with a related organization (as that term is defined under Federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents and records of the subcontractor.

9.9 NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary of this Contract.

9.10 REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE

9.10.1 Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

9.10.2 Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

9.10.3 Contractor staff's failure to report as required is considered a breach of this Agreement subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to $5,000 or both.

IN WITNESS WHEREOF, Contractor has executed this Contract, or caused it to be duly executed and the County of Los Angeles, by order of its Board of Supervisors has caused this Agreement to be executed on its behalf by the Chair of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof, the day and year first above written.

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHI A. HAMAI
Executive Officer
Clerk of the Board of Supervisors

By Benjamin Zavala
Deputy

COUNTY OF LOS ANGELES

By Mike Antonovich
Supervisor Michael D. Antonovich,
Mayor, Board of Supervisors

ACCURATE COURIER SERVICES, INC.

(CONTRACTOR)

By _____
Name

_____
Title

ATTEST:

SACHI HAMAI
Executive Officer-Clerk
of the Board of Supervisors

By Benjamin Zavala
Deputy

APPROVED AS TO FORM:

ANDREA SHERIDAN ORDIN
County Counsel

By _____
Principal Deputy County Counsel

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

27 SEP 06 2011

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

27653

CONTRACT FOR
LABORATORY COURIER SERVICES

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DEPARTMENT OF HEALTH SERVICES
STATEMENT OF WORK
LABORATORY COURIER SERVICES

1.0 STATEMENT OF WORK (SOW)

The County of Los Angeles (hereafter referred to as "County"), Department of Health Services (hereafter referred to as "DHS" or "Facility"), unless otherwise stated, require contracted laboratory courier services to support health service efforts in both the public and private sectors throughout the County of Los Angeles.

Contractor is responsible for the timely pick-up/delivery from DHS Facilties (also referred to as a "stop") of laboratory specimens, including but not limited to specimen categories: anatomic/surgical pathology, chemistry, cytology, blood bank, coagulation, cytogenetics/molecular genetics, hematology, immunology/serology, immunocytology, microbiology, and virology; patient prescriptions; pharmaceutical supplies; and stock medication. Other items include reports, supplies and other materials (e.g., specimen containers, x-ray films, pre-packed regimens, medical records, etc.) to and from designated sites. County will be responsible for collecting the specimens from the patients and preparing them for pick up by the Contractor, in accordance with the terms and conditions of this Contract.

Contractor shall ensure that any vehicles used for the provision of services under this Agreement have adequate space, and are appropriately designed to transport specimens and other material to maintain sample integrity and confidentiality of reports/medical records, and all County property.

Contractor must provide all labor, vehicles, vehicle dispatch communication equipment, liability, property, and automobile insurance documentation, vehicle transport containers, refrigeration and freezer accommodations, driver carrier bags or carrier containers, (if utilized for transporting specimens/materials from pick up site to vehicle), spill clean-up kits/driver safety supplies, (e.g., gloves, protective clothing, etc.), vehicle fuel, lock boxes (as described in Paragraph 12.8, Lock Boxes), and full-time supervision necessary to establish and provide laboratory courier services.

2.0 ADDITION/DELETION OF FACILITIES

2.1 An Amendment to the Agreement shall be prepared by the County and executed by the Contractor and by Director or his/her authorized designee to add, delete, or change pick up/delivery stops on routine route schedule and routine routes to meet patient or departmental needs. Any such change will affect the laboratory courier services required herein, and may result in a reduction or augmentation of required contract services.

2.2 All changes must be made in accordance with the Contract, Paragraph 8.1, Amendments. Additional routine route stops will be paid at the same rate as set forth in this Contract.

3.0 QUALITY CONTROL PLAN

Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure the County a consistently high level of performance throughout the term of the Agreement in providing laboratory courier services herein that meet, or exceed, federal Department of Transportation (DOT); Hazmat Materials Regulations (HMR); Title 49 Code of Regulations (CFR) Parts 171-180, California Division of Occupational Safety and Health Administration (Cal/OSHA;e.g., 1910.1030 Bloodborne Pathogens Standard) California Code of Regulations (Title 8, Section 5193), HIPAA compliancy, and other State and federal, and local laws ordinances, regulations, rules, and directives, and any other appropriate accreditation or licensing agency regarding transport of biologic specimens, prescriptions, transport containers, specimen handling procedures, labeling of transport containers, and that drivers are trained in the transport/handling of biohazardous materials, diagnostic specimens/etiologic agents, biohazard spill cleanup, and HIPAA familiarization and compliance per these regulations.

The QCP shall be submitted to the respective County Project Monitor for review at least ten (10) days prior to Contractor beginning work under this Contract. The QCP shall include, but is not limited to the following:

A. Method of monitoring to ensure that Agreement requirements and the quality assurance as prescribed by State and federal regulations are met.

B. Method of keeping quality control records in accordance with State and federal regulations on transporting/handling of biohazardous materials, diagnostic specimens/etiologic agents, and spill cleanup.

C. Method of providing proper conditions for the transport of biologic specimens, prescriptions, transport containers, including proper preservation of samples, or other alterations of the sample which may affect sample testing and/or integrity.

D. Contractor shall have an ongoing system of quality assurance/improvement and shall keep quality control records and records of all inspections conducted by Contractor. These records, which must include, but is not limited to, any corrective action taken, the time a problem was first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action, shall be provided to the County upon request.

4.0 QUALITY ASSURANCE PLAN

The County will evaluate the Contractor's performance under this Agreement using the quality assurance procedures as defined in the Contract, Paragraph 8.15, County's Quality Assurance Plan.

Monthly Meetings

Contractor may be required to attend monthly meetings on an as needed basis.

Contract Discrepancy Report (Technical Exhibit 1)
Verbal notification of a contract discrepancy will be made to the Contractor's Project Manager as soon as possible whenever a contract discrepancy is identified. The problem shall be resolved within a time period mutually agreed upon by the County and the Contractor.

The County Project Manager or his/her designee will determine whether a formal Contract Discrepancy Report shall be issued. Upon receipt of this document, the Contractor is required to respond in writing to the County Project Manager within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence. A plan for correction of all deficiencies identified in the Contract Discrepancy Report shall be submitted to the County Project Manager within ten (10) business days.

County Observations
In addition to departmental contracting staff, other County personnel may observe performance, activities, and review documents relevant to this Agreement at any time during normal business hours. However, County personnel may not unreasonably interfere with the Contractor's performance.

At County's request, Contractor shall provide details of its procedures used, including but not limited to, documentation of proper conditions for the preservation of laboratory specimens during transport.

5.0 DEFINITIONS

5.1 **Monthly Charge:** The total number of stops made per calendar month for each Routine Route, multiplied by Contractor's "All Inclusive Fee Per Stop". Routine Route services shall be compensated according to Contract, Price Sheet, Exhibit B1.

5.2 **Additional Charges:** Contractor shall be compensated for Non-Routine services according to Contract, Exhibit B2, Price Sheet, Non-Routine Services.

5.3 **Holiday:** County recognized holidays include, but are not necessarily limited to, New Year's Day, President's Day, Dr. Martin Luther King, Jr.'s Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.

5.5 **Route:** A route is an assigned territory.

5.6 **Routine Route Services:** Scheduled pick-up/delivery stops at designated DHS Facilities requiring laboratory courier services on assigned days and at specifically assigned times. Statement of Work, Technical Exhibit 3, Routine Route Schedule, identifies required pick-up/delivery routes.

5.7 **Timely pick-up/delivery:** Scheduled pick-up/delivery for Routine Route and/or Non-Routine services shall generally be within 30 minutes as designated by the County at sites designated by the County. Early arrival at a designated site is

allowable, but Contractor's drivers may not leave the designated site prior to the designated pick up time without approval from the County Project Manager or designee of that site.

5.8 **Non-Routine Services:** Any laboratory courier service not listed on Statement of Work, Technical Exhibit 3, Routine Route Schedule. Contractor shall be compensated for Non-Routine services according to Contract, Exhibit B2, Price Sheet, Non-Routine Services.

6.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

COUNTY

6.1 Personnel

The County will administer the Agreement according to Paragraph 6.0, Administration of Agreement - County. Specific duties will include:

A. Monitoring the Contractor's performance in the daily operation of this Contract.
B. Providing direction to the Contractor in areas relating to policy, information and procedural requirements.
C. Preparing Amendments in accordance with the Contract, Paragraph 8.1, Amendments.

6.2 Furnished Specimens and Other Laboratory Supplies/Items

The County will provide the Contractor with specimens and other laboratory supplies and items that are appropriately labeled in accordance with DOT, Cal/OSHA, State, federal, local laws, ordinances regulations, rules and directives for transport and packed for pick up at Facility and transport by Contractor's laboratory couriers.

The County shall be responsible for the preparation and packaging of prescriptions and pharmaceutical supplies for transport to designated sites. Items shall be labeled appropriately and contained in locked totes.

CONTRACTOR

6.3 Laboratory Courier Personnel

6.3.1 Contractor shall assign a sufficient number of experienced drivers to provide adequate service to all specified Routine Routes.

6.3.2 Contractor shall ensure that all of its specimen pick up drivers: 1) maintain a good driving record which includes no convictions for driving under the influence of alcohol or drugs, hit and run, reckless driving, or manslaughter. Also included is not being a negligent operator as defined in Section 12810 of the Vehicle Code and having no Administrative Per Se suspensions (Section 13353 and 13353.2VC), 2) have a valid

California driver's license (not suspended or revoked), 3) are trained in biohazardous materials handling, bloodborne pathogens exposure, and spill cleanup in compliance with DOT, CDC transportation regulations, State and federal regulations and all applicable regulatory agencies, 4) assure that samples and other transported supplies/items are transported in accordance with the terms of this Contract, and 5) trained in Health Insurance Portability and Accountability Act of 1996 (HIPAA).

6.3.3 **Back-up Laboratory Courier Personnel**
Contractor must ensure adequate staffing of drivers and availability of courier vehicles to provide Routine Route and Non-Routine backup coverage for illness, holidays, or other absences of assigned drivers, for example:

a. If a primary driver is unavailable.
b. If a vehicle is disabled or out of service.
c. To provide Non-Routine services.

6.3.4 **Uniform and Identification Badges**
Contractor's personnel must wear suitable uniforms with the name of the company on the uniform. An identification badge with picture of the driver, name of the driver, and company name is required to be worn at all times while performing contracted services. No t-shirts, shorts, sandals, or open-toed shoes are permissible. Contractor's staff identification shall be in accordance to Contract, Paragraph 7.3, Contractor's Staff Identification.

6.3.5 **Smoking**
Facilities are non-smoking facilities. Contractor's personnel shall comply with each facility's policies regarding smoking.

6.3.6 **Laboratory Courier Personnel Health and Safety Standards**
Contractor shall ensure that its employees satisfy the health and safety standards set forth in the Agreement and all applicable State and federal regulations, ordinances, and directives [e.g., Cal/OSHA; California Code of Regulations; Title 8, Section 5193 (e.g., Hepatitis B vaccination for contracted employees)]; including initial and annual bloodborne pathogen exposure training.

6.3.7 **Background and Security Investigations**
Contractor's personnel may undergo a background investigation to the satisfaction of the County as a condition of beginning and continuing to perform services under this Contract, further described in Contract, Paragraph 7.4.

6.3.8 **Unacceptable Behavior**
Inappropriate behavior by Contractor personnel will not be tolerated. These behaviors include, but are not limited to, improper physical actions

(touching, fondling), improper verbal statements (using derogatory comments, slurs, verbal abuse, etc.), and improper visual actions (leering, making sexual gestures). No weapons are allowed in County facilities. Contractor's personnel may not bring non-Contractor employee visitors into the County Facilities. Contractor's personnel may be subject to security screening at County Facilities.

7.0 MATERIALS

7.1 Transported Materials

At each designated DHS Facility within the Routine Route, laboratory specimens are to be picked up and delivered to other Facilities. The Contractor must also pick up and deliver other materials requiring transport between designated DHS Facilities and non-listed locations, both public and private; including hospitals, clinics, schools, institutions, and businesses. Accordingly, laboratory reports and supplies, x-ray films, pharmacy supplies and prescriptions, medical records, and other materials shall be transported. Pharmaceutical supplies and prescriptions shall be transported at room temperature as indicated in this Statement of Work, Paragraph 12.7.1. There will be no transport of cytotoxic drugs.

7.2 County Supplied Materials

County Facilities will package and/or bag specimens in accordance with DOT, Cal/OSHA, State, federal, local laws, ordinances regulations, rules and directives to stabilize samples and maintain specimen integrity for transport. A County Facility shall provide plastic bags, screw-top metal containers, plastic containers, or cardboard containers, styrofoam containers, etc. on site, in preparation for subsequent packaging and transport by Contractor. Lockable totes shall be provided for prescriptions and pharmaceutical supplies. Tote dimensions and weights are as follows: 1) 21 3/4" x 15 1/16" x 9 3/4"; approximately 5.5 lbs, empty 2) 19 3/4" x 11 3/4" x 7 1/4"; approximately 3.0 lbs, empty.

7.3 Contractor Supplied Materials

Contractor shall supply specimen transport containers (refrigerators, freezers, coolers, carriers, heating blocks, warm and cold packs, dry ice, etc.) utilized within vehicles to contain specimens and other laboratory supplies during transit and containers used for specimen transport to and from each facility to vehicle (e.g., insulated shoulder carrier bags.)

8.0 TRAINING

8.1 Contractor shall provide training and continuing in-service training to all of its personnel providing services under this contract, prior to providing services under this Contract, so that County can be assured that contract personnel are capable of assuming the responsibilities associated with their assignment(s). There shall be no separate charge to County for such training.

8.2 Contractor's staff providing services under this Agreement shall be fully trained in their assigned tasks and in safe transport/handling of specimen, and equipment. Additionally, staff shall be trained in handling biohazardous materials, and biohazard spill clean up per federal DOT; HMR; Title 49 CFR Parts 171-180. All

equipment shall be checked daily for safety. While handling biohazardous materials and/or biohazard spill clean up, all employees must wear safety and protective gear according to OSHA standards and State and federal regulations.

8.3 Contractor shall provide documentation of training programs for all employees, providing services under this Contract, further described in Contract, Paragraph 7.8, Mandatory Personnel Monitoring Reports.

8.4 Contractor's laboratory courier drivers providing services under this Agreement must be trained and capable of being notified on short notice to pick-up/deliver laboratory specimens, supplies, pharmaceuticals, reports, etc. as part of Non-Routine services further identified in Paragraph 11.0, Non-Routine Services.

9.0 HOURS/DAY OF WORK

Contractor shall provide laboratory courier services that will include Routine and Non-Routine routes to County, 365 days a year, twenty-four (24) hours a day, on a seven (7) days a week basis, including holidays and in times of strike, riot, insurrection, civil unrest, natural disaster, or a similar event when such services are physically possible to provide.

10.0 ROUTINE ROUTE SERVICES

Specific routine route schedule and pick-up/delivery times are provided in Statement of Work, Technical Exhibit 3, Routine Route Schedule. Routine Routes have been arranged to accommodate each DHS designated Facility's hours of operation. Contractor's laboratory courier routine routes may extend from morning hours to evening hours. Contractor is mandated to promptly contact the County Project Manager, or his/her designee, if deliveries cannot be made or will be substantially delayed beyond thirty (30) minutes from the scheduled pick-up/delivery time.

The Contractor's laboratory courier configuration shall be comprised of multiple routine routes per day, service hours/day of work shall be provided as described in Paragraph 9.0, Hours/Day of Work and may include Non-Routine services to and from County Facilities or alternate locations that will be identified at the time services are requested by County.

Routine route pick-up/delivery times are set in consideration of the distance proximity of the designated DHS Facility and the hours of that Facility's accessibility. Routine routes are specifically designated to transport laboratory specimens, laboratory reports, supplies, pharmaceuticals, and other materials to and from the County facilities in the most efficient and timely fashion possible. Contractor requests for changes to routine routes or times must be pre-approved by the effected County Project Manager, or authorized designee, and the Director, or authorized designee.

11.0 NON-ROUTINE SERVICES

Listed in the following subparagraphs are specific Non-Routine laboratory courier services Contractor may be called on by DHS Facilities to perform. Laboratory courier services may be required on occasion, at times and locations not designated in Statement of Work, Technical Exhibit 3, Routine Route Schedule. County reserves the

right to perform Non-Routine services itself or assign the work to another Contractor. The County Project Manager, or his/her designee, shall review on an ongoing basis all Non-Routine services to be performed and will designate choice of “As Needed”, “On-Call”, “STAT”, “Super STAT” services when requesting Non-Routine services from Contractor's courier dispatch.

Contractor shall determine transportation mileage for Non-Routine services, from one designated facility to another designated facility, based on shortest distance on MapQuest web mapping service. Contractor shall be compensated by the fees identified in Contract, Exhibit B2, Price Sheet, Non-Routine Services – All Inclusive Additional Charges per Stop.

11.1 “As Needed” and/or “On Call” Services

Contractor may be required to provide “As Needed” and/or “On-Call” laboratory courier services at times defined in Paragraph 9.0, Hours/Day of Work.

A. “As Needed” services are when the County's request for laboratory courier service occurs more than or equal to eight (≥8) hours prior to the required delivery time to a designated Facility.

B. “On-Call” services are same day laboratory courier service requests from DHS for pick-up/delivery that are made to Contractor's courier dispatch between four (4) and eight (8) hours prior to the required delivery time.

11.2 "STAT" and/or "Super STAT" Services

Contractor may be required to provide "STAT" at the times defined in Paragraph 9.0, Hours/Day of Work.

A. "STAT" laboratory courier services are DHS requests that require the transport and delivery of specimens or other materials from one (1) designated facility to another designated facility within two (2) hours of the time the Contractor's courier dispatch receives the request from the County.

B. "Super STAT" services are requests requiring the transport and delivery of specimens or other materials from one (1) Facility or non-County location, to another Facility or non-County location within one (1) hour of the time the Contractor's courier dispatch receives the request from the County.

12.0 SPECIFIC WORK REQUIREMENTS

Contractor is responsible for providing laboratory courier services for County Facilities on both a Routine and Non-Routine basis. Non-Routine laboratory courier services include: "As Needed", "On-Call", "STAT," "Super STAT.

Contractor shall have available at all times, an adequate number of drivers and vehicles to meet the laboratory courier service requirements specified. Minimum number of drivers must be appropriate for the total number of Routine Routes. Additionally, Contractor must be able to provide additional and/or back-up coverage for Non-Routine services.

12.1 Contractor shall ensure the appropriate transport conditions to guarantee specimen integrity and the security and confidentiality of all documents, laboratory reports, medical records, and comply with all HIPAA regulations.

12.2 Contractor shall ensure that every DHS Facility laboratory courier service scheduled stop has priority over any other non-County stop that the Contractor may have on a route.

12.3 Since several hours may elapse between the time the specimens are picked up at the designated locations and transport to designated locations, depending upon the pick-up/delivery route and schedule, the Contractor shall maintain the integrity of the specimens during transport from the pick up sites to designated sites by keeping specimens at appropriate temperatures as specified in SOW, Paragraph 12.7, Specimen Handling.

12.4 **Pick-Up/Delivery Locations**

DHS Facilities and designated locations of pick-up/delivery are located throughout Los Angeles County. Although specific areas are identified at each Facility for pick-up/delivery, there may be instances where there are locations for pick-up/delivery at designated locations, both public and private; including hospitals, clinics, schools, institutions, and businesses.

Non-Routine Services shall be handled as described in SOW, Paragraph 11.0, Non-Routine Services.

12.5 **Laboratory Courier Vehicles**

Contractor must include a sufficient number of vehicles to provide adequate service to meet the needs of the County as described in this Statement of Work. For Contractor's daily operation, Contractor must provide laboratory courier services with a minimum number of drivers and vehicles that are appropriate for the total number of Routine Routes. Refer to the Statement of Work, Technical Exhibit 3, Routine Route Schedule for a detailed description of routine routes.

12.5.1 Contractor is required to provide phone or radio contact or other long-range voice communication mechanism between all of Contractor's vehicles providing laboratory courier services. A central dispatch office is required. The Contractor will provide adequate staffing in the central dispatch office to respond to telephone or electronic requests for laboratory courier services and provide a toll-free telephone number for such requests.

12.5.3 Contractor must maintain a procedure or mechanism for notification to Facilities in cases of vehicle breakdown or anticipated delays of greater than thirty (30) minutes.

12.5.4 All vehicles used in the performance of services under this Agreement are to be enclosed automobiles, vans, or trucks with adequate space, air conditioning, operating security devices (e.g., door locks/alarms), and appropriately designed to transport specimens, prescription, supplies, and report/medical records transport areas (e.g., use of lock boxes when pick up driver is away from the vehicle), with which to maintain sample integrity and confidentiality of reports/medical records, and all County property. Contractor's drivers must employ the vehicles security devices at all times when providing laboratory courier services to County.

12.5.5 Contractor must maintain and provide proof upon request that all federal Department of Transportation [DOT; Hazmat Materials Regulations (HMR); Title 49 Code of Regulations (CFR) Parts 171-180], California Division of Occupational Safety and Health Administration (Cal/OSHA; e.g., 1910.1030-Bloodborne Pathogens Standard), California Code of Regulations (Title 8, Section 5193), and other State, federal, and local laws, ordinances, regulations, rules, and directives will be met and adhered to regarding transport of biologic specimens, prescriptions, transport containers, specimen handling procedures, labeling of transport containers, and that drivers are trained in the transport/handling of biohazardous materials, diagnostic specimens/etiologic agents, biohazard spill cleanup, and HIPAA familiarization and compliance per these regulations. In case of specimen breakage or leakage during transport, driver must contact

previous location where specimens were picked up, in addition to any other procedure for spill cleanup and biohazard notification as required by State and federal regulations.

12.5.7 Contractor must maintain a description of specimen transport containers (refrigerators, freezers, coolers, carriers, heating blocks, warm and cold packs, dry ice, etc.) utilized within vehicles to contain specimens and other laboratory supplies during transit and containers used for specimen transport to and from each facility to vehicle (e.g., insulated shoulder carrier bags). Proper labeling and construction of such specimen transport containers are the responsibility of the Contractor and must adhere to DOT, Cal/OSHA and other State, federal, and local laws, ordinances, regulations, rules and directives. Contractor shall submit to County, upon request, the description of specimen transportation being utilized. County has the right to approve or disapprove Contractor's use of specimen transport containers.

12.5.8 Laboratory Courier personnel/drivers must sign a log at each Facility (delivery stop) upon every arrival to verify service times and dates and complete a Daily Courier Manifest (Technical Exhibit 4) that includes the County Project Manager or his/her designee's signature, pick-up/delivery date and time, number of packages, envelopes that are picked up and/or delivered, and the temperature of packages (specimens or supplies), and transportation route. A copy of the manifest must be provided to the respective County Project Manager or his/her authorized designee at each delivery location, which documents bags/packages/envelopes and any other material(s) which were picked up at a specific location, were delivered to the designated location.

12.5.9 Laboratory Courier personnel/drivers shall not allow passengers in their vehicles during the hours where contractor personnel are performing County services, other than other Contractor personnel who have been trained in like-manner in the handling of biohazardous materials, nor bring non-contractor visitors into Facilities. An exception may be allowed if County staff is instructing Contractor's personnel with directions or specific handling of materials to specific sites and locations as required for County services. Transportation of County staff in Contractor's vehicles is not allowed.

Contractor shall ensure that the vehicles used in the performance of services under this Agreement meet applicable State, federal, and local laws and regulations relating to the safe operation on the highway.

12.7 Specimen Handling

12.7.1 Contractor must assure integrity of the specimens during transport by maintaining specimens at temperatures coinciding with County facility's specimen storage conditions at the time of pick-up or as directed by County facility personnel. This includes maintaining specimen

temperature storage conditions from Facility pick-up site to vehicle and vehicle to delivery site. Storage temperatures required are:

a. Room temperature (20-25˚C/68-77˚F)
b. Refrigerator (2-8˚C/36-46˚F)
c. Frozen (<-15˚C/<5˚F)
d. Body temperature (35-39˚C/95-102˚F)

12.7.2 Transport of other materials, such as supplies/reagents, prescriptions, laboratory reports, and medical records will require separate containers other than that used for specimens.

12.7.3 County may, at any time, request Contractor to provide specimen handling procedures for all temperatures, communication methods, backup procedures, driver safety training procedures and documentation, and safety/biohazardous spill procedures.

12.7.4 **Specimen Breakage/Leakage:** In case of specimen breakage or leakage during transport, Contractor's driver must notify County Project Manager at the location or facility where specimens were picked up, in addition to complying with biohazard spill clean up procedures, and biohazard notification as required by State and federal regulations.

12.7.5 **Loss of Specimens, Supplies:** There shall be a County inquiry into any loss of laboratory specimens, envelopes, supplies, documents, etc. in connection with their receipt, transport, or delivery by Contractor. If, after the inquiry, fault is found with the Contractor, the Contractor may be held liable for any damages resulting from the loss, including but not limited to replacement of the lost item(s) or subsequent patient damages from loss of specimen(s) or patient medical records and subsequent HIPAA violations.

12.8 Lock Boxes

Contractor must have lock boxes available for use if needed by facilities for after-hours pick ups and deliveries. The lock boxes must meet regulatory guidelines and contain all supplies required to maintain laboratory specimens at required temperatures. Lock boxes obtained by the Contractor must be submitted for pre-approval to the County Project Manager, or his/her authorized designee, prior to installation at County designated sites. To the extent such lock boxes are either provided by the County or the purchase price reimbursed by the County, they shall remain County property and shall be returned to County immediately upon cancellation, termination, or expiration of this Contract.

12.9 Daily Courier Manifest

Contractor's drivers are required to complete a Daily Courier Manifest, Technical Exhibit 4, at each stop and supply a copy daily to the County Project Manger.

12.10 Disruption of Service Notification

Contractor shall ensure that the County Project Manager or his/her designee at each affected facility be notified of any delay or disruption of services that may possibly exceed thirty (30) minutes beyond the expected time of Contractor's driver's arrival at that facility. Notification must include the reason for the disruption and an estimated time of arrival for the completion of services. The reason for the delay must also be recorded on the Daily Courier's Manifest.

13.0 GREEN INITIATIVES

13.1 Los Angeles County is a very large consumer of goods and services and the purchasing decisions of our employees and contractors can positively or negatively affect the environment. By including environmental considerations in our procurement decisions, along with our traditional concerns with price, performance and availability, we will remain fiscally responsible while promoting practices that improve health services and safety, reduce pollution, and conserve natural resources.

On January 16, 2007, the Board of Supervisors adopted a Countywide Policy instructing that all County departments implement the County's Energy and Environmental Programs for energy conservation and environmental stewardship, Board of Supervisors Policy No. 3.045, Energy and Environmental Policy.

13.2 Contractor shall use reasonable efforts to initiate "green" practices for environmental and energy conservation benefits.

13.3 Purchase products that minimize environmental impacts, toxics, pollution, and hazards to staff and community safety to the greatest extent practicable.

13.4 Purchase products that include recycled content, are durable and long-lasting, conserve energy and water, use agricultural fibers and residues, reduce greenhouse gas emissions, use unbleached or chlorine free manufacturing processes, and use wood from sustainable harvested forests.

13.5 Contractor shall notify County's Project Manager of Contractor's new green initiatives prior to the contract commencement.

14.0 PERFORMANCE REQUIREMENTS SUMMARY

14.1 All listings of services used in the Performance Requirements Summary (PRS), Technical Exhibit 2, are intended to be completely consistent with the Agreement and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of Contractor beyond that defined in the Agreement and the SOW. In any case of apparent inconsistency between services as stated in the Agreement and the SOW and this PRS, the meaning apparent in the Agreement and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Agreement and the SOW, that apparent service will be null and void and place no requirement on Contractor.

14.2 When the Contractor's performance does not conform with the requirements of this Contract, the County will have the option to apply the following non-performance remedies:

- Require Contractor to implement a formal corrective action plan, subject to approval by the County. In the plan, the Contractor must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.

- Reduce payment to Contractor by the computed amount specified in the PRS.

- Reduce, suspend or cancel this Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.

- Failure of the Contractor to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s), as determined by the County, shall be credited to the County on the Contractor's future invoice.

14.3 This section does not preclude the County's right to terminate the Agreement upon ten (10) days written notice with or without cause, as provided for in Contract, Paragraph 8.42, Termination for Convenience.

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STATEMENT OF WORK
TECHNICAL EXHIBITS

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Technical Exhibit

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2 PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

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5 MANDATORY PERSONNEL MONITORING TOOL

Technical Exhibit 1

LABORATORY COURIER SERVICES
CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared: _____

Returned by Contractor: _____

Action Completed: _____

DISCREPANCY PROBLEMS: _____

_____

_____

Signature of County Project Monitor/Manager: _____ Date: _____

Deadline for Completion: Date: _____

CONTRACTOR RESPONSE: (Cause and Corrective Action):

_____

_____

Signature of County Representative: _____ Date: _____

COUNTY EVALUATION OF CONTRACTOR RESPONSE:

_____

_____

Signature of County Project Monitor/Manager: _____ Date: _____

COUNTY ACTIONS: _____

_____

_____

CONTRACTOR NOTIFIED OF ACTION: _____ _____

Signature of County Project Monitor/Manager: _____ Date: _____

Signature of County Project Monitor/Manager: _____ Date: _____

TECHNICAL EXHIBIT 2

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE		STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
Contract Terms and Conditions				
7.3	Contractor's Staff Identification	Contractor provided all staff providing services under this Contract with a photo identification badge. Contractor to ensure all employees wear approved uniforms and I.D. badges.	Inspection and Observation	$50 per incidence of non-compliance
7.4	Background and Security Investigations	The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the Contractor's staff passes or fails the background investigation.	Inspection and Observation	as applicable $50 per incidence of non-compliance
7.5	Confidentiality	Contractor shall maintain the confidentiality of all records and information, including, but not limited to, billings, County records and patient records, in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information	Inspection and Observation	$100 per incidence of non-compliance; possible termination for default of contract
8.24.1	Evidence of Coverage and Notice to County	Compliance with Contract Insurance Requirements	Receipt of current COI	$100 per day; termination for default of contract

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE		STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
8.40	Subcontracting	The requirements of this Agreement may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract.	Inspection and Observation	$100 incidence of non-compliance; possible termination for default of contract
STATEMENT OF WORK				
3.0	QCP	Contractor maintains a comprehensive QCP to assure the County a consistently high level of performance throughout the term of the Agreement in providing laboratory courier services.	Observation of Response	$50 per each day late
6.3	Project Manager	County has access to Project Manager during all hours, 365 days per year.	Observation of Response	$100 per incidence of non-compliance
6.4	Laboratory Courier Personnel	100% Completion of Required Services Contractor shall assign a sufficient number of drivers to perform the required work.	Inspection and Observation	$50 per incidence of non-compliance
6.4.3	Back-up Laboratory Courier Personnel	100% Completion of Required Services	Inspection and Observation	$50 per incidence of non-compliance
6.4.6	Laboratory Courier Personnel Health and Safety Standards	100% Completion of Required Services	Inspection and Observation	$50 per incidence of non-compliance
7.1	Transported Materials	100% Completion of Required Services	Inspection and Observation	$50 per incidence of non-compliance

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
8.0 Training	Contractor shall provide training and continuing in-service training to all of its personnel at no cost to the County. Contractor's staff providing services under this Agreement shall be fully trained in their assigned tasks and in safe transport/handling of specimen, and equipment	Provide copies of Programs upon County request	$50 per incidence of non-compliance
9.0 Hours/Day of Work	Contractor shall provide laboratory courier services that will include Routine and Non-Routine routes to County, 365 days a year, twenty-four (24) hours a day, on a seven (7) days a week basis, including holidays and in times of strike, riot, insurrection, civil unrest, natural disaster, or a similar event when such services are physically possible to provide.	Observation	$50 per incidence of non-compliance
10.0 Routine Route Services	100% Completion of Required Services	Inspection and Observation	$50 per incidence of non-compliance
11.0 Non-Routine Services	100% Completion of Required Services	Inspection and Observation	$50 per incidence of non-compliance
12.0 Specific Work Requirements	100% Completion of Required Services	Inspection and Observation	$50 per incidence of non-compliance
12.5 Laboratory Courier Vehicles	100% Completion of Required Services	Inspection and Observation	$50 per incidence of non-compliance
12.5.4 Transport Vehicles	Vehicles are enclosed with adequate space, air conditioning, operating security devices which to maintain sample integrity and confidentiality.	Inspection and Observation	$100 per incidence of non-compliance

PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE/REQUIRED SERVICE	STANDARD PERFORMANCE	MONITORING METHOD	DEDUCTIONS/ FEES TO BE ASSESSED
12.5.8 Courier Manifest	Agreement drivers must sign a courier manifest upon arrival at each site to verify service	Inspection and Observation	$100 per incidence of non-compliance
12.7 Specimen Handling	100% Completion of Required Services	Inspection and Observation	$50 first 3 incidences of non-compliance, $100 thereafter
12.8 Lock Boxes	100% Completion of Required Services	Inspection and Observation	$100 per incidence of non-compliance
12.9 Daily Courier Manifest	100% Completion	Inspection and Observation	$100 per incidence of non-compliance

ROUTINE ROUTE SCHEDULE

DEPARTMENT OF HEALTH SERVICES – LABORATORY COURIER SERVICES

Note: Estimate only. Based on 2011 Calendar Year [includes ten (10) County holidays]. Number of pick-up/delivery may vary from year to year, including any additions/deletions to the number of stops.

					Days per Week	Weeks per Year	Annual Stop Number	Annual Stop Number Deducting Holidays and No Pick-Up
ANTELOPE VALLEY CLUSTER ROUTE							**2,600**	**2,500**
10:30	Monday to Friday	South Valley Health Center	38350 40th St. East	Palmdale 93552	5	52	260	250
11:15	Monday to Friday	Antelope Valley Health Center	335-B East Ave. K-6	Lancaster 93535	5	52	260	250
11:40	Monday to Friday	Challenger Memorial Youth Center	5300 W. Avenue "I"	Lancaster 93534	5	52	260	250
12:00	Monday to Friday	High Desert Health System	44900 N. 60th St. West	Lancaster 93536	5	52	260	250
13:00	Monday to Friday	Olive View-UCLA Medical Center	14445 Olive View Dr.	Sylmar 91342	5	52	260	250
15:30	Monday, Wednesday, Friday	Lake Los Angeles Community Clinic	16921 East Avenue O, Space G	Lake Los Angeles 93591	3	52	156	147
15:30	Tuesday, Thursday	Littlerock Community Clinic	8201 Pearblossom Hwy.	Littlerock 93543	2	52	104	103
16:10	Monday to Friday	South Valley Health Center	38350 40th St. East	Palmdale 93552	5	52	260	250
16:30	Monday to Friday	Antelope Valley Health Center	335-B East Ave. K-6	Lancaster 93535	5	52	260	250
17:00	Monday to Friday	High Desert Health System	44900 N. 60th St. West	Lancaster 93536	5	52	260	250
18:00	Monday to Friday	Olive View-UCLA Medical Center	14445 Olive View Dr.	Sylmar 91342	5	52	260	250
ANTELOPE VALLEY CLUSTER PM ROUTE							**520**	**500**
18:45	Monday to Friday	Olive View-UCLA Medical Center	14445 Olive View Dr.	Sylmar 91342	5	52	260	250
20:15	Monday to Friday	Martin Luther King, Jr. M.A.C.C.	12021 S. Wilmington Ave.	Los Angeles 90059	5	52	260	250
SAN FERNANDO CLUSTER ROUTE							**2,496**	**2,393**
13:20	Monday to Friday	Barry J. Nidorf Juvenile Hall	16350 Filbert St.	Sylmar 91342	5	52	260	250
13:50	Monday to Friday	Olive View-UCLA Medical Center	14445 Olive View Dr.	Sylmar 91342	5	52	260	250
14:05	Monday to Friday	Pacoima Health Center	13300 Van Nuys Blvd.	Pacoima 91331	5	52	260	250
15:30	Monday to Friday	Vaughn School Based Clinic	13330 Vaughn St.	San Fernando 91340	5	52	260	250
16:00	Monday,Wednesday,Friday, No pick-up 3rd of the month	North Hollywood Health Center	5300 Tujunga Ave.	North Hollywood 91601	3	52	156	143
16:30	Monday to Friday	Glendale Health Center	501 N. Glendale Ave.	Glendale 91206	5	52	260	250
17:00	Monday to Friday	Pacoima Health Center	13300 Van Nuys Blvd.	Pacoima 91331	5	52	260	250
20:20	Monday to Thursday	San Fernando Health Center	1212 Pico St.	San Fernando 91340	4	52	208	200
20:35	Monday to Friday	Olive View-UCLA Medical Center	14445 Olive View Dr.	Sylmar 91342	5	52	260	250

ROUTINE ROUTE SCHEDULE

DEPARTMENT OF HEALTH SERVICES – LABORATORY COURIER SERVICES

					Days per Week	Weeks per Year	Annual Stop Number	Annual Stop Number Deducting Holidays and No Pick-Up
NORTHEAST CLUSTER ROUTE + ANTELOPE VALLEY (Saturday)							**424**	**424**
13:00	Saturday	South Valley Health Center	38350 40th St. East	Palmdale 93552	1	53	53	
14:00	Saturday	High Desert Health System	44900 N. 60th St. West	Lancaster 93536	1	53	53	
16:00	Saturday	El Monte C.H.C.	10953 Ramona Blvd.	El Monte 91731	1	53	53	
16:50	Saturday	Edward R. Roybal C.H.C.	245 S. Fetterly Ave.	Los Angeles 90022	1	53	53	
18:00	Saturday	H. Claude Hudson C.H.C.	2829 S. Grand Ave.	Los Angeles 90007	1	53	53	
18:15	Saturday	Hubert H. Humphrey C.H.C.	5850 S. Main St.	Los Angeles 90003	1	53	53	
18:40	Saturday	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	1	53	53	
19:00	Saturday	Martin Luther King, Jr. M.A.C.C.	12021 S. Wilmington Ave.	Los Angeles 90059	1	53	53	
NORTHEAST CLUSTER ROUTE + ANTELOPE VALLEY (Sunday & Holidays)							**496**	**496**
12:00	Sunday and Holiday	H. Claude Hudson C.H.C.	2829 S. Grand Ave.	Los Angeles 90007	1	52	62	
12:40	Sunday and Holiday	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	1	52	62	
14:40	Sunday and Holiday	South Valley Health Center	38350 40th St. East	Palmdale 93552	1	52	62	
15:40	Sunday and Holiday	High Desert Health System	44900 N. 60th St. West	Lancaster 93536	1	52	62	
18:00	Sunday and Holiday	H. Claude Hudson C.H.C.	2829 S. Grand Ave.	Los Angeles 90007	1	52	62	
18:15	Sunday and Holiday	Hubert H. Humphrey C.H.C.	5850 S. Main St.	Los Angeles 90003	1	52	62	
18:40	Sunday and Holiday	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	1	52	62	
19:00	Sunday and Holiday	Martin Luther King, Jr. M.A.C.C.	12021 S. Wilmington Ave.	Los Angeles 90059	1	52	62	
NORTHEAST CLUSTER ROUTE: Subroute 1							**4,160**	**4,000**
7:15	Monday to Friday, Monday only 7:00	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	5	52	260	250
8:00	Monday to Friday, Monday only 7:30	H. Claude Hudson C.H.C.	2829 S. Grand Ave.	Los Angeles 90007	5	52	260	250
8:50	Monday to Friday	Edward R. Roybal C.H.C.	245 S. Fetterly Ave.	Los Angeles 90022	5	52	260	250
9:20	Monday to Friday	El Monte C.H.C.	10953 Ramona Blvd.	El Monte 91731	5	52	260	250
9:50	Monday to Friday	Central Juvenile Hall	1605 Eastlake Ave.	Los Angeles 90033	5	52	260	250
10:10	Monday to Friday	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	5	52	260	250
11:00	Monday to Friday	Monrovia Health Center	330 Maple Ave.	Monrovia 91016	5	52	260	250

ROUTINE ROUTE SCHEDULE

DEPARTMENT OF HEALTH SERVICES – LABORATORY COURIER SERVICES

					Days per Week	Weeks per Year	Annual Stop Number	Annual Stop Number Deducting Holidays and No Pick-Up
11:30	Monday to Friday	Pomona Health Center	750 S. Park Ave.	Pomona 91766	5	52	260	250
12:00	Monday to Friday	La Puente Health Center	15930 Central Ave.	La Puente 91744	5	52	260	250
12:40	Monday to Friday	Whittier Health Center	7643 S. Painter Ave.	Whittier 90602	5	52	260	250
13:20	Monday to Friday	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	5	52	260	250
14:00	Monday to Friday, Friday only 15:55	Monrovia Health Center	330 Maple Ave.	Monrovia 91016	5	52	260	250
15:00	Monday to Friday, Friday only 15:20	Pomona Health Center	750 S. Park Ave.	Pomona 91766	5	52	260	250
15:15	Monday to Friday, Friday only 14:55	La Puente Health Center	15930 Central Ave.	La Puente 91744	5	52	260	250
15:45	Monday to Friday, Friday only 14:00	Whittier Health Center	7643 S. Painter Ave.	Whittier 90602	5	52	260	250
16:30	Monday to Friday, Friday only 16:45	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	5	52	260	250
NORTHEAST CLUSTER ROUTE: Subroute 2							**4,004**	**3,850**
11:00	Monday to Friday	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	5	52	260	250
11:20	Friday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	1	52	52	50
11:30	Monday to Friday	H. Claude Hudson C.H.C.	2829 S. Grand Ave.	Los Angeles 90007	5	52	260	250
12:20	Monday to Friday	Edward R. Roybal C.H.C.	245 S. Fetterly Ave.	Los Angeles 90022	5	52	260	250
13:00	Monday to Friday	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	5	52	260	250
13:30	Monday to Friday	El Monte C.H.C.	10953 Ramona Blvd.	El Monte 91731	5	52	260	250
13:40	Monday to Friday	East San Gabriel Valley Satelitte Medical Hub	4024 N. Durfee Rd.	El Monte 91731	5	52	260	250
14:00	Monday to Friday	H. Claude Hudson C.H.C.	2829 S. Grand Ave.	Los Angeles 90007	5	52	260	250
14:15	Friday	Dorothy F. Kirby Center	1500 S. McDonnell Ave.	Los Angeles 90022	1	52	52	50
15:00	Monday to Friday	Central Juvenile Hall	1605 Eastlake Ave.	Los Angeles 90033	5	52	260	250
15:30	Monday to Friday	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	5	52	260	250
17:00	Monday to Friday	Edward R. Roybal C.H.C.	245 S. Fetterly Ave.	Los Angeles 90022	5	52	260	250
18:25	Monday to Friday	El Monte C.H.C.	10953 Ramona Blvd.	El Monte 91731	5	52	260	250
19:00	Monday to Friday	H. Claude Hudson C.H.C.	2829 S. Grand Ave.	Los Angeles 90007	5	52	260	250
19:30	Monday to Friday	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	5	52	260	250

ROUTINE ROUTE SCHEDULE

DEPARTMENT OF HEALTH SERVICES – LABORATORY COURIER SERVICES

					Days per Week	Weeks per Year	Annual Stop Number	Annual Stop Number Deducting Holidays and No Pick-Up
19:55	Monday to Friday	Hubert H. Humphrey C.H.C.	5850 S. Main St.	Los Angeles 90003	5	52	260	250
20:30	Monday to Friday	Martin Luther King, Jr. M.A.C.C.	12021 S. Wilmington Ave.	Los Angeles 90059	5	52	260	250
NORTHEAST/COASTAL CLUSTER ROUTE: Subroute 3							**1,560**	**1,500**
8:00	Monday to Friday	Harbor-UCLA Medical Center	1000 W. Carson St.	Torrance 90509	5	52	260	250
9:30	Monday to Friday	Public Health Lab	313 N. Figueroa St..	Los Angeles 90012	5	52	260	250
11:55	Monday to Friday	Hollywood/Wilshire Health Center	5205 Melrose Ave.	Hollywood 90038	5	52	260	250
12:25	Monday to Friday	Central Health Center	241 N. Figueroa St.	Los Angeles 90012	5	52	260	250
12:55	Monday to Friday	Weingart Medical Clinic	515 E. 6th St.	Los Angeles 90021	5	52	260	250
13:20	Monday to Friday	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	5	52	260	250
SOUTHWEST CLUSTER ROUTE							**4,160**	**4,000**
9:30	Monday to Friday	Martin Luther King, Jr. M.A.C.C.	12021 S. Wilmington Ave.	Los Angeles 90059	5	52	260	250
10:00	Monday to Friday	Dollarhide Health Center	1108 N. Oleander St.	Compton 90221	5	52	260	250
10:30	Monday to Friday	South Health Center	1522 E. 102nd St.	Los Angeles 90002	5	52	260	250
11:00	Monday to Friday	Hubert H. Humphrey C.H.C.	5850 S. Main St.	Los Angeles 90003	5	52	260	250
11:20	Monday to Friday	Curtis Tucker Health Center	123 W. Manchester Blvd.	Inglewood 90301	5	52	260	250
11:40	Monday to Friday	Martin Luther King, Jr. M.A.C.C.	12021 S. Wilmington Ave.	Los Angeles 90059	5	52	260	250
12:00	Monday to Friday	Dollarhide Health Center	1108 N. Oleander St.	Compton 90221	5	52	260	250
12:20	Monday to Friday	South Health Center	1522 E. 102nd St.	Los Angeles 90002	5	52	260	250
12:40	Monday to Friday	Curtis Tucker Health Center	123 W. Manchester Blvd.	Inglewood 90301	5	52	260	250
13:00	Monday to Friday	Hubert H. Humphrey C.H.C.	5850 S. Main St.	Los Angeles 90003	5	52	260	250
13:30	Monday to Friday	Martin Luther King, Jr. M.A.C.C.	12021 S. Wilmington Ave.	Los Angeles 90059	5	52	260	250
14:00	Monday to Friday	Curtis Tucker Health Center	123 W. Manchester Blvd.	Inglewood 90301	5	52	260	250
14:30	Monday to Friday	Hubert H. Humphrey C.H.C.	5850 S. Main St.	Los Angeles 90003	5	52	260	250
15:00	Monday to Friday	South Health Center	1522 E. 102nd St.	Los Angeles 90002	5	52	260	250
15:30	Monday to Friday	Dollarhide Health Center	1108 N. Oleander St.	Compton 90221	5	52	260	250
16:00	Monday to Friday	Martin Luther King, Jr. M.A.C.C.	12021 S. Wilmington Ave.	Los Angeles 90059	5	52	260	250

ROUTINE ROUTE SCHEDULE

DEPARTMENT OF HEALTH SERVICES – LABORATORY COURIER SERVICES

					Days per Week	Weeks per Year	Annual Stop Number	Annual Stop Number Deducting Holidays and No Pick-Up
COASTAL CLUSTER ROUTE							**3,900**	**3,750**
10:30	Monday to Friday	Harbor-UCLA Medical Center	1000 W. Carson St.	Torrance 90509	5	52	260	250
11:30	Monday to Friday	Bellflower Health Center	10005 E. Flower St.	Bellflower 90706	5	52	260	250
12:15	Monday to Friday	Long Beach C.H.C.	1333 Chestnut Ave.	Long Beach 90813	5	52	260	250
12:30	Monday to Friday	Wilmington Health Center	1326 Broad Ave.	Wilmington 90744	5	52	260	250
12:45	Monday to Friday	Family Medicine	1403 W. Lomita Ave.	Harbor City 90710	5	52	260	250
12:55	Monday to Friday	Torrance Health Center	711 Del Amo Blvd.	Torrance 90502	5	52	260	250
13:05	Monday to Friday	Harbor-UCLA Medical Center	1000 W. Carson St.	Torrance 90509	5	52	260	250
15:20	Monday to Friday	Gardena School Based Clinic	1301 W. 182nd St., Rm W1	Gardena 90248	5	52	260	250
16:00	Monday to Friday	Bellflower Health Center	10005 E. Flower St.	Bellflower 90706	5	52	260	250
16:45	Monday to Friday	Long Beach C.H.C.	1333 Chestnut Ave.	Long Beach 90813	5	52	260	250
17:00	Monday to Friday	Wilmington Health Center	1326 Broad Ave.	Wilmington 90744	5	52	260	250
17:15	Monday to Friday	Family Medicine	1403 W. Lomita Ave.	Harbor City 90710	5	52	260	250
17:50	Monday to Friday	Harbor-UCLA Medical Center	1000 W. Carson St.	Torrance 90509	5	52	260	250
18:30	Monday to Friday	Long Beach C.H.C.	1333 Chestnut Ave.	Long Beach 90813	5	52	260	250
19:30	Monday to Friday	Harbor-UCLA Medical Center	1000 W. Carson St.	Torrance 90509	5	52	260	250
HOSPITAL/PUBLIC HEALTH ROUTE							**4,940**	**4,750**
7:15	Monday to Friday	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	5	52	260	250
8:15	Monday to Friday	Olive View-UCLA Medical Center	14445 Olive View Dr.	Sylmar 91342	5	52	260	250
8:30	Monday to Friday	Barry J. Nidorf Juvenile Hall	16350 Filbert St.	Sylmar 91342	5	52	260	250
9:20	Monday to Friday	Public Health Lab	313 N. Figueroa St..	Los Angeles 90012	5	52	260	250
9:25	Monday to Friday	Central Health Center	241 N. Figueroa St.	Los Angeles 90012	5	52	260	250
9:45	Monday to Friday	Los Padrinos Juvenile Hall	7285 Quill Drive	Downey 90242	5	52	260	250
10:00	Monday to Friday	Rancho Los Amigos N.R.C.	7601 E. Imperial Hwy.	Downey 90242	5	52	260	250
10:30	Monday to Friday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	5	52	260	250
11:00	Monday to Friday	Harbor-UCLA Medical Center	1000 W. Carson St.	Torrance 90509	5	52	260	250
11:30	Monday to Friday	Martin Luther King, Jr. M.A.C.C.	12021 S. Wilmington Ave.	Los Angeles 90059	5	52	260	250

ROUTINE ROUTE SCHEDULE

DEPARTMENT OF HEALTH SERVICES – LABORATORY COURIER SERVICES

					Days per Week	Weeks per Year	Annual Stop Number	Annual Stop Number Deducting Holidays and No Pick-Up
12:00	Monday to Friday	Hubert H. Humphrey C.H.C.	5850 S. Main St.	Los Angeles 90003	5	52	260	250
12:30	Monday to Friday	Central Juvenile Hall	1605 Eastlake Ave.	Los Angeles 90033	5	52	260	250
13:00	Monday to Friday	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	5	52	260	250
13:30	Monday to Friday	Harbor-UCLA Medical Center	1000 W. Carson St.	Torrance 90509	5	52	260	250
13:45	Monday to Friday	Martin Luther King, Jr. M.A.C.C.	12021 S. Wilmington Ave.	Los Angeles 90059	5	52	260	250
13:55	Monday to Friday	Rancho Los Amigos N.R.C.	7601 E. Imperial Hwy.	Downey 90242	5	52	260	250
14:00	Monday to Friday	Los Padrinos Juvenile Hall	7285 Quill Drive	Downey 90242	5	52	260	250
14:40	Monday to Friday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	5	52	260	250
15:15	Monday to Friday	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	5	52	260	250
HOSPITAL/PUBLIC HEALTH ROUTE (Saturdays)							**689**	**689**
9:25	Saturday	Olive View-UCLA Medical Center	14445 Olive View Dr.	Sylmar 91342	1	53	53	
10:30	Saturday	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	1	53	53	
11:00	Saturday	Martin Luther King, Jr. M.A.C.C.	12021 S. Wilmington Ave.	Los Angeles 90059	1	53	53	
11:30	Saturday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	1	53	53	
12:00	Saturday	Long Beach C.H.C.	1333 Chestnut Ave.	Long Beach 90813	1	53	53	
12:25	Saturday	Wilmington Health Center	1326 Broad Ave.	Wilmington 90744	1	53	53	
12:35	Saturday	Family Medicine	1403 W. Lomita Ave.	Harbor City 90710	1	53	53	
13:05	Saturday	Harbor-UCLA Medical Center	1000 W. Carson St.	Torrance 90509	1	53	53	
13:30	Saturday	H. Claude Hudson C.H.C.	2829 S. Grand Ave.	Los Angeles 90007	1	53	53	
14:15	Saturday	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033	1	53	53	
15:00	Saturday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	1	53	53	
16:00	Saturday	Long Beach C.H.C.	1333 Chestnut Ave.	Long Beach 90813	1	53	53	
16:30	Saturday	Harbor-UCLA Medical Center	1000 W. Carson St.	Torrance 90509	1	53	53	
HOSPITAL/PUBLIC HEALTH ROUTE (Holidays)							**50**	**50**
8:00	Holiday	Harbor-UCLA Medical Center	1000 W. Carson St.	Torrance 90509			10	
8:25	Holiday	Martin Luther King, Jr. M.A.C.C.	12021 S. Wilmington Ave.	Los Angeles 90059			10	
9:10	Holiday	Olive View-UCLA Medical Center	14445 Olive View Dr.	Sylmar 91342			10	

ROUTINE ROUTE SCHEDULE

DEPARTMENT OF HEALTH SERVICES – LABORATORY COURIER SERVICES

					Days per Week	Weeks per Year	Annual Stop Number	Annual Stop Number Deducting Holidays and No Pick-Up
10:10	Holiday	LAC+USC Medical Center	1200 N. State St.	Los Angeles 90033			10	
10:30	Holiday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242			10	
DEDICATED HIGH DESERT/ PUBLIC HEALTH ROUTE (MON - FRI)							**520**	**500**
12:30	Monday to Friday	High Desert Health System	44900 N. 60th St. West	Lancaster 93536	5	52	260	250
14:30	Monday to Friday	Public Health Lab - Downey	12750 Erickson Ave.	Downey 90242	5	52	260	250

Total Annual Number of Stops **29,402**

TECHNICAL EXHIBIT 4

DEPARTMENT OF HEALTH SERVICES

DAILY COURIER MANIFEST
COURIER SIGN OFF SHEET

***NOTE: Number of bags and envelopes per lab staff must match count per courier. Notify Lab Manager(County Project Manager)/Lead Tech immediately if discrepancy occurs**

Date	#Bags & envelopes per lab staff*								Lab Staff initials	#Bags & envelopes per courier*								COURIER			#Bags & Envelopes Rec'd @ Facility		Verified by	Comments
	Room	Refrig	Freezer	Envelopes						Room	Refrig	Freezer	Envelopes					Initials	ID#	Time				
				R	H	E	L						R	H	E	L					Bags	Env.		
	M									M														
				R	H	E	L						R	H	E	L					Bags	Env.		
	M									M														
				R	H	E	L						R	H	E	L					Bags	Env.		
	M									M														
				R	H	E	L						R	H	E	L					Bags	Env.		
	M									M														
				R	H	E	L						R	H	E	L					Bags	Env.		
	M									M														
				R	H	E	L						R	H	E	L					Bags	Env.		
	M									M														
				R	H	E	L						R	H	E	L					Bags	Env.		
	M									M														
				R	H	E	L						R	H	E	L					Bags	Env.		
	M									M														
				R	H	E	L						R	H	E	L					Bags	Env.		
	M									M														
				R	H	E	L						R	H	E	L					Bags	Env.		
	M									M														

M= Microbiology H= Hudson CHC L= LAC+USC
R= Roybal CHC E= El Monte CHC

NOTE: THIS IS A SAMPLE FORM. EACH NETWORK RESPONSIBLE FOR A SPECIFIC ROUTE SHOULD CUSTOMIZE THEIR OWN MANIFEST.

SAMPLE

Comment [P1]: Sample document

PERSONNEL MONITORING TOOL

Name of Contract Employee:	Doc. Loc.*	Personnel Record #1	Personnel Record #2
INITIAL VERIFICATION			
Photo ID Badge/ID No.			
Conditions of Employment			
Date of Live Scan™ Background Check through County:			
Background Check by Contractor			
Valid Driver License Expiration Date			
Current Automobile License Expiration Date			
Vehicle Inspection			
Facility Orientation (Initial)			
Facility Annual Re-Orientation			
Area Specific Orientation (Annual)			
Sexual Harassment Prevention/Unacceptable Behavior			
HIPAA / Privacy (PHI)			
Health and Safety Standards			
Hazardous Materials			
Disaster management/ Emergency Plan			
Security/Threat Mgmt.			

Location of Document: "**A**" = Area, "**P**" = Facility Personnel, "**C**" = Contractor Office

PERSONNEL MONITORING TOOL			
Name of Contract Employee:	**Doc. Loc.***	**Personnel Record #1**	**Personnel Record #2**
Risk Management/Incident Reporting			
Code of Conduct/ Compliance			
Data/ Information Security Awareness; Safeguards for Protected Health Information			
Other Trainings:			

Location of Document: "**A**" = Area, "**P**" = Facility Personnel, "**C**" = Contractor Office

DEPARTMENT OF HEALTH SERVICES
PRICE SHEET
LABORATORY COURIER SERVICES
ROUTINE ROUTE SERVICES

CONTRACTOR: ACCURATE COURIER SERVICES INC.
AGREEMENT NO: _____

NUMBER OF STOPS PER MONTH (1)	ALL INCLUSIVE FIXED FEE PER STOP/PICK UP (2)*
2450	$12.37

* Estimate only, based on 2011 Calendar Year. Number may vary from year to year, including any additions/deletions to the number of stops.

*All cost associated with the Contractor's provision of Routine Route Services is included in the "All inclusive Fixed Fee per stop/pick up"

EXHIBIT B2

PRICE SHEET

NON-ROUTINE SERVICES

All Inclusive Additional Charges Per Stop/Pick Up

DEPARTMENT OF HEALTH SERVICES

	AS NEEDED	AS NEEDED	ON-CALL		STAT 2 hour period		SUPERSTAT 1 hour period	
	M – Thur (after 6pm) Monday - Friday (6am - 6pm)	Weekends (Fri 6 pm - Mon 6am), Holidays (24 hr)	Weekdays M - Thur (after 6pm) Monday - Friday (6am - 6pm)	Weekends (Fri 6 pm - Mon 6am), Holidays (24 hr)	M - Thur (after 6pm) Monday - Friday (6am - 6pm)	Weekends (Fri 6 pm - Mon 6am), Holidays (24 hr)	M - Thur (after 6pm) Monday - Friday (6am - 6pm)	Weekends (Fri 6 pm - Mon 6am), Holidays (24 hr)
All inclusive charge per mile	$1.70	$3.08	$1.70	$3.08	$2.05	$3.08	$2.55	$3.08

The above all inclusive charge per mile includes a fuel charge of: $0.30
Fuel Price per gallon used: $3.96
Date: 4/1/11

EXHIBIT C

MODEL CONTRACTOR STAFFING PLAN

COMPANY NAME: Accurate Courier Services Inc.

COMPANY ADDRESS: 11022 Santa Monica Blvd. Ste 100 Los Angeles, CA 90025

PROJECT: Laboratory Courier Services

DEPARTMENT NAME: Department of Health Services

	EMPLOYEE NAME	Position TITLE	Rover(s)	WORK Schedule	HOURS WORKED PER DAY	FULL TIME/ PART TIME	Hourly RATE	HEALTH INS. YES/NO	MON HRS	TUES HRS	WED HRS	THRS HRS	FRI HRS	SAT HRS	SUN HRS	County Total HRS	NON-CNTY TOTAL HRS	HIRE DATE	Termination DATE
Antelope Valley	Guiterez, D.	Driver		10:30 – 18:00	8	FT	11.84	N	8	8	8	8	8			40	0	6/1/2006	
San Fernando	Alvarez, G	Driver		13:20- 20:35	8	FT	11.84	N	9	9	9	9	9			45	0	8/1/2006	
NE 1	Guzman, M.	Driver		7:15 – 16:30	9	FT	11.84	N	9	9	9	9	9			45	0	6/1/2006	
NE 2	Contreras, R.	Driver		11:00 – 12:30	9	FT	11.84	N	9	9	9	9	9			45	0	6/1/2006	
NE 3	Guzman, M.	Driver		7:15 – 16:30	8	FT	11.84	N	8	8	8	8	8			40	0	3/24/2009	
Southwest	Chazonovsky, R.	Driver		9:30 - 16:00	8	FT	11.84	N	8	8	8	8	8			40	0	10/9/2007	
Coastal Cluster	Gomez, M.	Driver		10:30 – 19:30	8	FT	11.84	N	8	8	8	8	8			40	0	3/24/2009	
Hospital Public	Caceras, E.	Driver		7:15 15:15	8	FT	11.84	N	8	8	8	8	8			40	0	6/1/2006	
	Rodriguez P	Relief/Supv		10:30 – 19:30	8	FT	11.84	N	8	8	8	8	8			40	0	6/1/2006	
	Caceras, E.	Manager		7:15 15:15	8	FT	11.84	N	8	8	8	8	8			40	0	6/1/2006	

EXHIBIT D

PROPOSER'S EEO CERTIFICATION

Accurate Courier Services, Inc
Company Name

11022 Santa Monica Blvd., Suite 100
Address

20-1942981
Internal Revenue Service Employer Identification Number

GENERAL

In accordance with provisions of the County Code of the County of Los Angeles, the Proposer certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION	YES	NO
1. Proposer has written policy statement prohibiting discrimination in all phases of employment.	(Y)	( )
2. Proposer periodically conducts a self-analysis or utilization analysis of its work force.	(Y)	( )
3. Proposer has a system for determining if its employment practices are discriminatory against protected groups.	(Y)	( )
4. When problem areas are identified in employment practices, Proposer has a system for taking reasonable corrective action to include establishment of goal and/or timetables.	(Y)	( )

Signature

04/10/2011
Date

Joseph Yemini, President and Chief Executive Officer
Name and Title of Signer (please print)

COUNTY'S ADMINISTRATION

Exhibit E

DHS Service Locations and Billing Information

replace

	Service Location	Site Contact	Billing Address
1.	Antelope Valley Health Center 335-B East Ave. K-6 Lancaster 93535	Fe Chandler, Contract Monitor 661-945-8291 fchandler@dhs.lacounty.gov Diane R. Blixt, Lab Manager 661-945-8405 dblixt@dhs.lacounty.gov	Attn: Patricia Neilsen, Acctg. High Desert Health System 44900 N 60th Street West Lancaster 93536 Duplicate billing copy to: Diane R. Blixt, Lab Manager (same address as above)
2.	Barry J. Nidorf Juvenile Hall 16350 Filbert St. Sylmar 91342	Thelma Geronimo 323-226-8859 tgeronimo@dhs.lacounty.gov	Attn: Hasmik Ashgyan Juvenile Court Health Services 1925 Daly St. 1st. Floor Los Angeles 90031
3.	Bellflower Health Center 10005 E. Flower St. Bellflower 90706	Harriet Vaughns 310-222-2919 hvaughns@dhs.lacounty.gov	Attention: Endy Min Harbor UCLA Medical Center 1000 W. Carson St. Box 479 BLDG. D3.5 Torrance 90509-2910
4.	Central Health Center 241 N. Figueroa St. Los Angeles 90012	Marilyn Chogyoji 323-409-7077 mchogyoji@dhs.lacounty.gov.	Attn: Marilyn Chogyoji LAC+USC Medical Center 1200 N. State Street, CT A7E Los Angeles 90033
5.	Central Juvenile Hall 1605 Eastlake Ave. Los Angeles 90033	Thelma Geronimo 323-226-8859 tgeronimo@dhs.lacounty.gov	Attn: Hasmik Ashgyan Juvenile Court Health Services 1925 Daly St. 1st. Floor Los Angeles 90031
6.	Challenger Memorial Youth Center 5300 W. Avenue "I" Lancaster 93534	Fe Chandler, Contract Monitor 661-945-8291 fchandler@dhs.lacounty.gov Diane R. Blixt, Lab Manager 661-945-8405 dblixt@dhs.lacounty.gov	Attn: Patricia Neilsen, Acctg. High Desert Health System 44900 N 60th Street West Lancaster 93536 Duplicate billing copy to: Diane R. Blixt, Lab Manager (same address as above)
7.	Curtis Tucker Health Center 123 W. Manchester Blvd. Inglewood 90301	Michelle Gretz 310-668-8244 mgretz@dhs.lacounty.gov	Attn: Harbor UCLA – Metro care Finance – General Accounting Harbor UCLA 1000 W Carson St Box 479 (BldgD3.5) Torrance 90509
8.	Dollarhide Health Center 1108 N. Oleander St. Compton 90221	Michelle Gretz 310-668-8244 mgretz@dhs.lacounty.gov	Attn: Harbor UCLA – Metro care Finance – General Accounting Harbor UCLA Medical Center 1000 W. Carson St. Box 479 BLDG. D3.5 Torrance 90509-2910

	Service Location	Site Contact	Billing Address
9.	Dorothy F. Kirby Center 1500 S. McDonnell Ave. Los Angeles 90022	Thelma Geronimo 323-226-8859 tgeronimo@dhs.lacounty.gov	Attn: Hasmik Ashgyan Juvenile Court Health Services 1925 Daly St. 1st. Floor Los Angeles 90031
10.	Edward R. Roybal C.H.C. 245 S. Fetterly Ave. Los Angeles 90022	Marlene Tong 323-780-2298 matong@dhs.lacounty.gov	Attn: Marilyn Chogyoji LAC+USC Medical Center 1200 N. State Street, CT A7E Los Angeles 90033
11.	El Monte C.H.C. 10953 Ramona Blvd. El Monte 91731	Margarita Montano 626-579-8411 mmontano@dhs.lacounty.gov	Attn: Marilyn Chogyoji LAC+USC Medical Center 1200 N. State Street, CT A7E Los Angeles 90033
12.	Family Medicine 1403 W. Lomita Ave. Harbor City 90710	Harriet Vaughns 310-222-2919 hvaughns@dhs.lacounty.gov	Attention: Endy Min Harbor UCLA Medical Center 1000 W. Carson St. Box 479 BLDG. D3.5 Torrance 90509-2910
13.	Gardena School Based Clinic 1301 W. 182nd St., Rm W1 Gardena 90248	Harriet Vaughns 310-222-2919 hvaughns@dhs.lacounty.gov	Attention: Endy Min Harbor UCLA Medical Center 1000 W. Carson St. Box 479 BLDG. D3.5 Torrance 90509-2910
14.	Glendale Health Center 501 N. Glendale Ave. Glendale 91206	Susan Samson 818-364-4051 susamson@dhs.lacounty.gov	Olive View-UCLA Medical Center Expenditure Management 14445 Olive View Drive Sylmar 91342-1495 818-364-3421
15.	H. Claude Hudson C.H.C. 2829 S. Grand Ave. Los Angeles 90007	Dennis Takahashi 213-744-3697 dtakahashi@dhs.lacounty.gov	Attn: Marilyn Chogyoji LAC+USC Medical Center 1200 N. State Street, CT A7E Los Angeles 90033
16.	Harbor-UCLA Medical Center 1000 W. Carson St. Torrance 90509	Harriet Vaughns 310-222-2919 hvaughns@dhs.lacounty.gov	Attention: Endy Min Harbor UCLA Medical Center 1000 W. Carson St. Box 479 BLDG. D3.5 Torrance 90509-2910
17.	High Desert Health System 44900 N. 60th St. West Lancaster 93536	Fe Chandler, Contract Monitor 661-945-8291 fchandler@dhs.lacounty.gov Diane R. Blixt, Lab Manager 661-945-8405 dblixt@dhs.lacounty.gov	Attn: Patricia Neilsen, Acctg. High Desert Health System 44900 N 60th Street West Lancaster 93536 Duplicate billing copy to: Diane R. Blixt, Lab Manager (same address as above)
18.	Hollywood/Wilshire Health Center 5205 Melrose Ave. Hollywood 90038	Marilyn Chogyoji 323-409-7077 mchogyoji@dhs.lacounty.gov.	Attn: Marilyn Chogyoji LAC+USC Medical Center 1200 N. State Street, CT A7E Los Angeles 90033

	Service Location	Site Contact	Billing Address
19.	Hubert H. Humphrey C.H.C. 5850 S. Main St. Los Angeles 90003	Lolita Jimenez 323-846-4252 lojimenez@dhs.lacounty.gov Michelle Gretz 310-668-8244 mgretz@dhs.lacounty.gov	Attn: Harbor UCLA – Metro care Finance – General Accounting Harbor UCLA Medical Center 1000 W. Carson St. Box 479 BLDG. D3.5 Torrance 90509-2910
20.	La Puente Health Center 15930 Central Ave. La Puente 91744	Margarita Montano 626-579-8411 mmontano@dhs.lacounty.gov	Attn: Marilyn Chogyoji LAC+USC Medical Center 1200 N. State Street, CT A7E Los Angeles 90033
21.	LAC+USC Medical Center 1200 N. State St. Los Angeles 90033	Marilyn Chogyoji 323-409-7077 mchogyoji@dhs.lacounty.gov	Attn: Marilyn Chogyoji LAC+USC Medical Center 1200 N. State Street, CT A7E Los Angeles 90033
22.	Lake Los Angeles Community Clinic 16921 East Avenue O, Space G Lake Los Angeles 93591	Diane R. Blixt, Lab Manager 661-945-8405 dblixt@dhs.lacounty.gov	Attn: Patricia Neilsen, Acctg. High Desert Health System 44900 N 60th Street West Lancaster 93536 Duplicate billing copy to: Diane R. Blixt, Lab Manager (same address as above)
23.	Littlerock Community Clinic 8201 Pearblossom Hwy. Littlerock 93543	Diane R. Blixt, Lab Manager 661-945-8405 dblixt@dhs.lacounty.gov	Attn: Patricia Neilsen, Acctg. High Desert Health System 44900 N 60th Street West Lancaster 93536 Duplicate billing copy to: Diane R. Blixt, Lab Manager (same address as above)
24.	Long Beach C.H.C. 1333 Chestnut Ave. Long Beach 90813	Harriet Vaughns 310-222-2919 hvaughns@dhs.lacounty.gov	Attention: Endy Min Harbor UCLA Medical Center 1000 W. Carson St. Box 479 BLDG. D3.5 Torrance 90509-2910
25.	Los Padrinos Juvenile Hall 7285 Quill Drive Downey 90242	Thelma Geronimo 323-226-8859 tgeronimo@dhs.lacounty.gov	Attn: Hasmik Ashgyan Juvenile Court Health Services 1925 Daly St. 1st. Floor Los Angeles 90031
26.	Martin Luther King, Jr. M.A.C.C. 12021 S. Wilmington Ave. Los Angeles 90059	Michelle Gretz 310-668-8244 mgretz@dhs.lacounty.gov	Attn: Harbor UCLA – Metro care Finance – General Accounting Harbor UCLA Medical Center 1000 W. Carson St. Box 479 BLDG. D3.5 Torrance 90509-2910

	Service Location	Site Contact	Billing Address
27.	MaClaren Hall (East San Gabriel Valley Satellite Medical Hub) 4024 N. Durfee El Monte 91731	Marilyn Chogyoji 323-409-7077 mchogyoji@dhs.lacounty.gov	Attn: Marilyn Chogyoji LAC+USC Medical Center 1200 N. State Street, CT A7E Los Angeles 90033
28.	Mid-Valley C.H.C. 7515 Van Nuys Blvd. Van Nuys 91405	Susan Samson 818-364-4051 susamson@dhs.lacounty.gov	Olive View-UCLA Medical Center Expenditure Management 14445 Olive View Drive Sylmar 91342-1495 818-364-3421
29.	Monrovia Health Center 330 Maple Ave. Monrovia 91016	Marilyn Chogyoji 323-409-7077 mchogyoji@dhs.lacounty.gov.	Attn: Marilyn Chogyoji LAC+USC Medical Center 1200 N. State Street, CT A7E Los Angeles 90033
30.	North Hollywood Health Center 5300 Tujunga Ave. North Hollywood 91601	Susan Samson 818-364-4051 susamson@dhs.lacounty.gov	Olive View-UCLA Medical Center Expenditure Management 14445 Olive View Drive Sylmar 91342-1495 818-364-3421
31.	Olive View-UCLA Medical Center 14445 Olive View Dr. Sylmar 91342	Susan Samson 818-364-4051 susamson@dhs.lacounty.gov	Olive View-UCLA Medical Center Expenditure Management 14445 Olive View Drive Sylmar 91342-1495 818-364-3421
32.	Pacoima Health Center 13300 Van Nuys Blvd. Pacoima 91331	Susan Samson 818-364-4051 susamson@dhs.lacounty.gov	Olive View-UCLA Medical Center Expenditure Management 14445 Olive View Drive Sylmar 91342-1495 818-364-3421
33.	Pomona Health Center 750 S. Park Ave. Pomona 91766	Marilyn Chogyoji 323-409-7077 mchogyoji@dhs.lacounty.gov.	Attn: Marilyn Chogyoji LAC+USC Medical Center 1200 N. State Street, CT A7E Los Angeles 90033
34.	Rancho Los Amigos N.R.C. 7601 E. Imperial Hwy. Downey 90242	Boontar Valinluck, Ph.D. 562-401-8991 bvalinluck@dhs.lacounty.gov	Attn: Robin Bayus RANCHO LOS AMIGOS NRC (Expenditure Management) 7601 E. imperial Hwy SSA-Building, Room 2208 Downey 90242
35.	San Fernando Health Center 1212 Pico St. San Fernando 91340	Susan Samson 818-364-4051 susamson@dhs.lacounty.gov	Olive View-UCLA Medical Center Expenditure Management 14445 Olive View Drive Sylmar 91342-1495 818-364-3421

	Service Location	Site Contact	Billing Address
36.	South Health Center 1522 E. 102nd St. Los Angeles 90002	Michelle Gretz 310-668-8244 mgretz@dhs.lacounty.gov	Attn: Harbor UCLA – Metro care Finance – General Accounting Harbor UCLA Medical Center 1000 W. Carson St. Box 479 BLDG. D3.5 Torrance 90509-2910
37.	South Valley Health Center 38350 40th St. East Palmdale 93552	Diane R. Blixt, Lab Manager 661-945-8405 dblixt@dhs.lacounty.gov	Attn: Patricia Neilsen, Acctg. High Desert Health System 44900 N 60th Street West Lancaster 93536 Duplicate billing copy to: Diane R. Blixt, Lab Manager (same address as above)
38.	Torrance Health Center 711 Del Amo Blvd. Torrance 90502	Harriet Vaughns 310-222-2919 hvaughns@dhs.lacounty.gov	Attention: Endy Min Harbor UCLA Medical Center 1000 W. Carson St. Box 479 BLDG. D3.5 Torrance 90509-2910
39.	Vaughn School Based Clinic 13330 Vaughn St. San Fernando 91340	Susan Samson 818-364-4051 susamson@dhs.lacounty.gov	Olive View-UCLA Medical Center Expenditure Management 14445 Olive View Drive Sylmar 91342-1495 818-364-3421
40.	Weingart Medical Clinic 515 E. 6th St. Los Angeles 90021	Marilyn Chogyoji 323-409-7077 mchogyoji@dhs.lacounty.gov	Attn: Marilyn Chogyoji LAC+USC Medical Center 1200 N. State Street, CT A7E Los Angeles 90033
41.	Whittier Health Center 7643 S. Painter Ave. Whittier 90602	Marilyn Chogyoji 323-409-7077 mchogyoji@dhs.lacounty.gov.	Attn: Marilyn Chogyoji LAC+USC Medical Center 1200 N. State Street, CT A7E Los Angeles 90033
42.	Wilmington Health Center 1326 Broad Ave. Wilmington 90744	Harriet Vaughns 310-222-2919 hvaughns@dhs.lacounty.gov	Attention: Endy Min Harbor UCLA Medical Center 1000 W. Carson St. Box 479 BLDG. D3.5 Torrance 90509-2910

CONTRACTOR'S ADMINISTRATION

CONTRACTOR: **ACCURATE COURIER SERVICES, INC.**

AGREEMENT NO: _____

CONTRACTOR'S PROJECT MANAGER:

Name: Felipe Orduno
Title: Operations Manager
Address: 11022 Santa Monica Blvd., Suite 100
Telephone: 310 581 7128 x 100 Facsimile: 310 481-0695
E-Mail Address: felipe@accuratecourier.net

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Joseph Yemini
Title: President & CEO
Address: 11022 Santa Monica Blvd., Suite 100
Telephone: 310 581 7128 x 112 Facsimile: 310 481-0695
E-Mail Address: joseph@accuratecourier.net

Name: Jenna Taylor
Title: Director of Sales
Address: 11022 Santa Monica Blvd., Suite 100
Telephone: 310 581 7128 x 107 Facsimile: 310 481-0695
E-Mail Address: jenna.taylor@accuratecourier.net

Notices to Contractor shall be sent to the following:

Name: Joseph Yemini
Title: President & CEO
Address: 11022 Santa Monica Blvd., Suite 100
Telephone: 310 581 7128 x 112 Facsimile: 310 481-0695
E-Mail Address: joseph@accuratecourier.net

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME: Accurate Courier Services, Inc. Contract No.

GENERAL INFORMATION

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this contract by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this contract may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: 07 / 18 / 2011

PRINTED NAME: Joseph Yemini

POSITION: President & Chief Executive Officer

EXHIBIT H

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of $50,000 or more in any 12-month period under one or more such contracts or subcontracts.

B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.

C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:

1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or

2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or

3. A purchase made through a state or federal contract; or

4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or

5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or

6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or

7. A non-agreement purchase with a value of less than $5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or

8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:

1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or

2. The contractor has a long-standing practice that defines the lesser number of hours as full time.

E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,

2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.

B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:

1. Has ten or fewer employees during the contract period; and,

2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than $500,000; and,

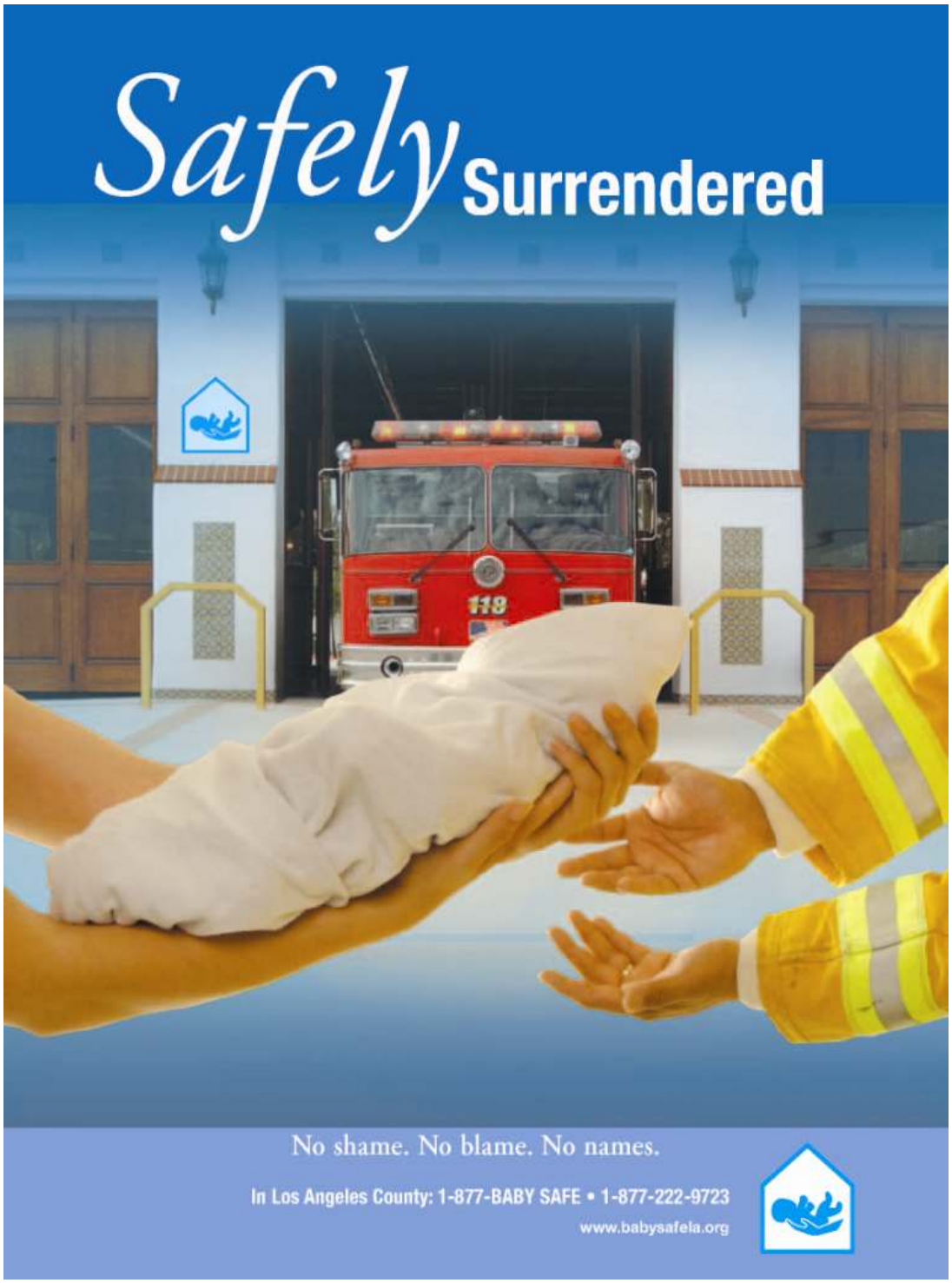
3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed $500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)


Safely Surrendered
No shame. No blame. No names.
In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Safely Surrendered Baby Law

In Los Angeles County: 1 877 BABY SAFE 1 877 222 9723
www.babysafela.org

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at **1-800-540-4000.**

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the **Safely Surrendered Baby Law** is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The **Safely Surrendered Baby Law** prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés Sin Peligro
Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles
Sin pena. Sin culpa. Sin nombres.
En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723
www.babysafela.org

Ley de Entrega de Bebés *Sin Peligro*

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Ángeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan *si tienen custodia legal.*

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la **Ley de Entrega de Bebés sin Peligro** es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La **Ley de Entrega de Bebés sin Peligro** impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.

2.201.010 Findings.

The board of supervisors finds that the county of Los Angeles is the principal provider of social and health services within the county, especially to persons who are compelled to turn to the county for such services. Employers' failure to pay a living wage to their employees causes them to use such services thereby placing an additional burden on the county of Los Angeles. (Ord. 2007-0011 § 1, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.020 Definitions.

The general definitions contained in Chapter 2.02 shall be applicable to this chapter unless inconsistent with the following definitions:

A. "County" includes the county of Los Angeles, any county officer or body, any county department head, and any county employee authorized to enter into a Proposition A contract or a cafeteria services contract with an employer.

B. "Employee" means any individual who is an employee of an employer under the laws of California, and who is providing full time services to an employer, some or all of which are provided to the county of Los Angeles under a Proposition A contract, or under a cafeteria services contract at a county of Los Angeles owned or leased facility.

C. "Employer" means:

1. An individual or entity who has a contract with the county:

    a. For services which is required to be more economical or feasible under Section 44.7 of the Charter of the county of Los Angeles, and is not listed as an excluded contract in Section 2.121.250 B of the Los Angeles County Code, referred to in this chapter as a "Proposition A contract," or
    b. For cafeteria services, referred to in this chapter as a "cafeteria services contract," and
    c. Who has received or will receive an aggregate sum of $25,000.00 or more in any 12 month period under one or more Proposition A contracts and/or one or more cafeteria services contracts; or

2. An individual or entity that enters into a subcontract with an employer, as defined in subsection C1 and who employs employees to provide services under the employer's contract with the county.

D. "Full time" means a minimum 40 hours worked per week, or a lesser number of hours, if the lesser number is a recognized industry standard and is approved as such by the chief administrative officer, but in no event less than 35 hours worked per week.

E. "Proposition A contract" means a contract governed by Title 2, Section 2.121.250 et seq. of this code, entitled Contracting with Private Business. (Ord. 2007-0011 § 2, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.030 Prospective effect.

This chapter shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments the terms of which commence three months or more after the effective date of this chapter.* It shall not be applicable to Proposition A contracts or cafeteria services contracts or their amendments in effect before this chapter becomes applicable. (Ord. 99-0048 § 1 (part), 1999.)

* **Editor's note:** Ordinance 99-0048, which enacted Ch. 2.201, is effective on July 22, 1999.

2.201.040 Payment of living wage.

A. Employers shall pay employees a living wage for their services provided to the county of no less than the hourly rates set under this chapter. The rates shall be $9.64 per hour with health benefits, or $11.84 per hour without health benefits.

B. To qualify for the living wage rate with health benefits, an employer shall pay at least $2.20 per hour towards the provision of bona fide health care benefits for each employee and any dependents during the term of a Proposition A contract or a cafeteria services contract. Proof of the provision of such benefits must be submitted to the county for evaluation during the procurement process to qualify for the lower living wage rate in subsection A of this section. Employers who provide health care benefits to employees through the county department of health services community health plan are deemed to have qualified for the lower living wage rate in subsection A of this section.

C. The board of supervisors may, from time to time, adjust the amounts specified in subsections A and B of this section, above for future contracts. Any adjustments to the living wage rate specified in subsections A and B that are adopted by the board of supervisors shall be applicable to Proposition A contracts and cafeteria services contracts and their amendments which become effective three months or more after the effective date of the ordinance that adjusts the living wage rate. (Ord. 2007-0011 § 3, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.050 Other provisions.

A. Full Time Employees. An employer shall assign and use full time employees to provide services under a Proposition A contract or a cafeteria services contract, unless the employer can demonstrate to the county the necessity to use non-full time employees based on staffing efficiency or the county requirements of an individual job.

B. Neutrality in Labor Relations. An employer shall not use any consideration received under a Proposition A contract or a cafeteria services contract to hinder, or to further, organization of, or collective bargaining activities by or on behalf of an employer's employees, except that this restriction shall not apply to any expenditure made in the course of good faith collective bargaining, or to any expenditure pursuant to obligations incurred under a bona fide collective bargaining agreement, or which would otherwise be permitted under the provisions of the National Labor Relations Act.

C. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter. The chief administrative officer in conjunction with the affirmative action compliance officer shall issue written instructions on the implementation and on-going administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.

D. Compliance Certification. An employer shall, during the term of a Proposition A contract, or a cafeteria services contract, report for each employee and certify the hours worked, wages paid, and amounts the employer paid for health benefits, and provide other information deemed relevant to the enforcement of this chapter by the county. Such reports shall be made at the times and in the manner set forth in instructions issued by the chief administrative officer in conjunction with the

affirmative action compliance officer. The affirmative action compliance officer in conjunction with the chief administrative officer shall report annually to the board of supervisors on contractor compliance with the provisions of this chapter.

E. Contractor Standards. An employer shall demonstrate during the procurement process and for the duration of a Proposition A contract or a cafeteria services contract a history of business stability, integrity in employee relations, and the financial ability to pay a living wage. (Ord. 99-0048 § 1 (part), 1999.)

2.201.060 Employer retaliation prohibited.

No employer shall take an adverse action causing a loss of any benefit of employment, of any contract benefit, or any statutory benefit to any employee, person, or other entity, who has reported a violation of this chapter to the board of supervisors or to one or more of their offices, to the county chief administrative officer, or to the county auditor controller, or to the county department administering the Proposition A contract or cafeteria services contract. (Ord. 99-0048 § 1 (part), 1999.)

2.201.070 Employee retention rights.

In the event that any Proposition A contract or cafeteria service contract is terminated by the county prior to its expiration, any new contract with a subsequent employer for such services shall provide for the employment of the predecessor employer's employees as provided in this section.

A. A "retention employee" is an employee of a predecessor employer:

1. Who is not an exempt employee under the minimum wage and maximum hour exemptions defined in the federal Fair Labor Standards Act;

2. Who has been employed by an employer under a predecessor Proposition A contract or a predecessor cafeteria services contract for at least six months prior to the date of a new contract; and
3. Who is or will be terminated from his or her employment as a result of the county entering into a new contract.

B. Subsequent employers shall offer employment to all retention employees who are qualified for such jobs.

C. A subsequent employer is not required to hire a retention employee who:

1. Has been convicted of a crime related to the job or his or her job performance; or

2. Fails to meet any other county requirement for employees of a contractor.

D. A subsequent employer may not terminate a retention employee for the first 90 days of employment under a new contract, except for cause. Thereafter a subsequent employer may retain a retention employee on the same terms and conditions as the subsequent employer's other employees. (Ord. 99-0048 § 1 (part), 1999.)

2.201.080 Enforcement and remedies.

For violation of any of the provisions of this chapter:

A. An employee may bring an action in the courts of the state of California for damages caused by an employer's violation of this chapter.

B. The county department head responsible for administering a Proposition A contract or a cafeteria services contract may do one or more of the following in accordance with such instructions as may be issued by the chief administrative officer:

1. Assess liquidated damages as provided in the contract; and/or

2. Recommend to the board of supervisors the termination of the contract; and/or

3. Recommend to the board of supervisors that an employer be barred from award of future county contracts for a period of time consistent with the seriousness of the employer's violation of this chapter, in accordance with Section 2.202.040 of this code. (Ord. 2007-0011 § 4, 2007: Ord. 99-0048 § 1 (part), 1999.)

2.201.090 Exceptions.

A. Other Laws. This chapter shall not be interpreted or applied to any employer or to any employee in a manner inconsistent with United States or California laws.

B. Collective Bargaining Agreements. Any provision of this chapter shall be superseded by a collective bargaining agreement that expressly so provides.

C. This chapter shall not be applied to any employer which is a nonprofit corporation qualified under Section 501(c)(3) of the Internal Revenue Code.

D. Small Businesses. This chapter shall not be applied to any employer which is a business entity organized for profit, including but not limited to any individual, partnership, corporation, joint venture, association or cooperative, which entity:

1. Is not an affiliate or subsidiary of a business dominant in its field of operation; and

2. Has 20 or fewer employees during the contract period, including full time and part time employees; and

3. Does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $1,000,000.00; or

4. If the business is a technical or professional service, does not have annual gross revenues in the preceding fiscal year which if added to the annual amount of the contract awarded exceed $2,500,000.00.

"Dominant in its field of operation" means having more than 20 employees, including full time and part time employees, and more than $1,000,000.00 in annual gross revenues or $2,500,000.00 in annual gross revenues if a technical or professional service.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 per cent owned by a bus iness dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 99-0055 § 1, 1999: Ord. 99-0048 § 1 (part), 1999.)

2.201.100 Severability.

If any provision of this chapter is found invalid by a c ourt of competent jurisdiction, the remaining provisions shall remain in full force and ef fect. (Ord. 99-0048 § 1 (part), 1999)

Exhibit K

COUNTY OF LOS ANGELES
LIVING WAGE ORDINANCE
MONTHLY CERTIFICATION FOR APPLICABLE HEALTH BENEFIT PAYMENTS

Instruction Box: Please complete all sections of this form *(Information to complete this form can be obtained from your weekly certified payroll reports)*. Submit this form with your Certified Payroll Reports to the awarding County department. Be sure to complete and sign the reverse side of this form before submitting.

(1) Name: Contractor ☐ Subcontractor ☐		Address: (Street, City, State, Zip)	
(2) Payroll No.:	(3) Work Location:	(4) From payroll period: ___/___/___ to payroll period: ___/___/___	(5) For Month Ending:
(6) Department Name:	(7) Contract Service Description:	(8) Contract Name & Number:	
(9) Contractor Health Plan Name(s):		(10) Contractor Health Plan ID Number(s):	

(11) Employee Name, Address & Last 4 digits of SS#	(12) Work Classification	(13) Total Hours Worked Each Week of Monthly Pay Period 1	2	3	4	5	(14) Total Aggregate Hours	(15) Employer Paid Health Benefit Hourly Rate	(16) Gross Amount Paid (14x15)	(17) Employee Paid Health Benefit Hourly Rate	(18) Gross Amount Paid (14x17)	(19) Aggregate $ Health Benefits Paid (16+18)
1												
2												
3												
4												
5												
	Total (This Page)											
I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	Grand Total (All Pages)											
Print Authorized Name:												

Authorized Signature:	Date: / /	Title:	Telephone Number (include area code) ( )	Page: ____ of ____

EXHIBIT L

COUNTY OF LOS ANGELES

LIVING WAGE PROGRAM

PAYROLL STATEMENT OF COMPLIANCE

I, _____, _____
(Name of Owner or Company Representative) (Title)

Do hereby state:

1. That I pay or supervise the payment of the persons employed by:

_____ on the _____ ;
(Company or subcontractor Name) (Service, Building or Work Site)

that during the payroll period commencing on the _____ day of _____,and
(Calendar day of Month) (Month and Year)

ending the _____ day of _____ all persons employed on said work site
(Calendar day of Month) (Month and Year)

have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of _____
(Company Name)

from the full weekly wages earned by any person and that no deductions have been made either directly or in directly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 CFR Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 357; 40 U.S.C. 276c), and described below:

2. That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for employees contained therein are not less than the applicable County of Los Angeles Living Wage rates contained in the contract.

3. That:

   A. WHERE FRINGE (Health) BENEFITS ARE PAID TO APPROVED PLANS, FUNDS OR PROGRAMS

   □In addition to the basic hourly wage rates paid to each employee listed in the above referenced payroll, payments of health benefits as required in the contract have been or will be paid to appropriate programs for the benefit of such employees.

   B. WHERE FRINGE (Health) BENEFITS ARE PAID IN CASH

   □Each employee listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the applicable amount of the required County of Los Angeles Living Wage hourly rate as listed in the contract.

I have reviewed the information in this report and as company owner or authorized agent for this company, I sign under penalty of perjury certifying that all information herein is complete and correct.	
Print Name and Title	Owner or Company Representative Signature:
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. IN ADDITION, THE CONTRACTOR OR SUBCONTRACTOR MAY BE SUSPENDED AND PRECLUDED FROM BIDDING ON OR PARTICIPATING IN ANY COUNTY CONTRACT OR PROJECT FOR A PERIOD OF THREE (3) YEARS.	

FORMS REQUIRED AT COMPLETION OF THE CONTRACTS INVOLVING INTELLECTUAL PROPERTY DEVELOPED/DESIGNED BY CONTRACTOR. THE INTELLECTUAL PROPERTY DEVELOPED/ DESIGNED BECOMES PROPERTY OF THE COUNTY AFTER CREATION OR AT THE END OF THE CONTRACT TERM.

M1 INDIVIDUAL'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

M2 CONTRACTOR'S ASSIGNMENT AND TRANSFER OF COPYRIGHT

M3 NOTARY STATEMENT FOR ASSIGNMENT AND TRANSFER OF COPYRIGHT

EXHIBITS M1 THROUGH M3 – INTENTIONALLY OMITTED

AGREEMENT

CONTRACTOR'S OBLIGATIONS AS A

"BUSINESS ASSOCIATE" UNDER THE HEALTH INSURANCE

PORTABILITY AND ACCOUNTABILITY ACT OF 1996

AND THE HEALTH CARE INFORMATION TECHNOLOGY

FOR ECONOMIC AND CLINICAL HEALTH ACT

(BUSINESS ASSOCIATE AGREEMENT)

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to or creates Protected Health Information in order to provide those Services.

Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and A ccountability Act of 1996, Public Law 104-191 ("HIPAA"), and r egulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations (C.F.R.) Parts 160 an d 164 (together, the "Privacy and Security Regulations"). The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate ("Business Associate Agreement") in order to mandate certain protections for the privacy and security of Protected Health Information, and t hose Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Further, pursuant to the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005, *title XIII and title IV of Division B*, ("HITECH Act"), effective February 17, 2010, certain provisions of the HIPAA Privacy and Security Regulations apply to Business Associates in the same manner as they apply to Covered Entity and such provisions must be incorporated into the Business Associate Agreement.

This Business Associate Agreement and the following provisions are intended to protect the privacy and provide for the security of Protected Health Information disclosed to or used by Business Associate in compliance with HIPAA's Privacy and Security Regulations and the HITECH Act, as they now exist or may hereafter be amended.

Therefore, the parties agree as follows:

DEFINITIONS

1.1 "Breach" has the same meaning as the term "breach" in 45 C.F.R. § 164.402.

1.2 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.

1.3 "Electronic Health Record" has the same meaning as the term "electronic health record" in the HITECH Act, 42 U.S.C. section 17921. Electronic Health Record means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff.

1.4 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission. The term "Electronic Media" draws no distinction between internal and external data, at rest (that is, in storage) as well as during transmission.

1.5 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

1.6 "Individual" means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

1.7 "Minimum Necessary" refers to the minimum necessary standard in 45 C.F.R. § 162.502 (b) as in effect or as amended.

1.8 "Privacy Rule" means the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164, also referred to as the Privacy Regulations.

1.9 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to the information created or

received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. " Protected Health Information" includes Electronic Health Information.

1.10 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.

1.11 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.

1.12 "Security Rule" means the Security Standards for the Protection of Electronic Health Information also referred to as the Security Regulations at 45 Code of Federal Regulations (C.F.R.) Part 160 and 164.

1.13 "Services" has the same meaning as in the body of this Agreement.

1.14 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" in 45 C.F.R. § 164.402.

1.15 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.

1.16 Terms used, but not otherwise defined in this Business Associate Agreement shall have the same meaning as those terms in the HIPAA Regulations and HITECH Act.

OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall Use and Disclose Protected Health Information only as necessary to perform the Services, and as provided in Sections 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 of this Agreement;

(b) shall Disclose Protected Health Information to Covered Entity upon request;

(c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:

(i) Use Protected Health Information; and

(ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose or in any manner that would constitute a violation of the Privacy Regulations or the HITECH Act if so Used or Disclosed by Covered Entity.

2.2 Prohibited Uses and Disclosures of Protected Health Information. Business Associate:

(a) shall not Use or Disclose Protected Health Information for fundraising or marketing purposes.

(b) shall not disclose Protected Health Information to a health plan for payment or health care operations purposes if the Individual has requested this special restriction and has paid out of pocket in full for the health care item or service to which the Protected Health Information solely relates.

(c) shall not directly or indirectly receive payment in exchange for Protected Health Information, except with the prior written consent of Covered Entity and as permitted by the HITECH Act. This prohibition shall not affect payment by Covered Entity to Business Associate. Covered Entity shall not provide such written consent except upon express approval of the departmental privacy officer and only to the extent permitted by law, including HIPAA and the HITECH Act.

2.3 Adequate Safeguards for Protected Health Information. Business Associate:

(a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Business Associate Agreement. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the Minimum Necessary in accordance with the Privacy Regulation's minimum necessary standard as in effect or as amended.

(b) as to Electronic Protected Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information; effective February 17, 2010, said safeguards shall be in accordance with 45 C.F.R. Sections 164.308, 164.310, and 164.312, and shall comply with the Security Rule's policies and procedure and documentation requirements.

2.4 Reporting Non-Permitted Use or Disclosure and Security Incidents and Breaches of Unsecured Protected Health Information. Business Associate

(a) shall report to Covered Entity each Use or Disclosure of Protected Health Information that is made by Business Associate, its employees, representatives, Agents, subcontractors, or other parties under Business Associate's control with access to Protected Health Information but which is not specifically permitted by this Business Associate Agreement or otherwise required by law.

(b) shall report to Covered Entity each Security Incident of which Business Associate becomes aware.

(c) shall notify Covered Entity of each Breach by Business Associate, its employees, representatives, agents or subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of the Business Associate as determined in accordance with the federal common law of agency.

2.4.1 Immediate Telephonic Report. Except as provided in Section 2.4.3, notification shall be made immediately upon discovery of the non-permitted Use or Disclosure of Protected Health Information,

Security Incident or Breach of Unsecured Protected Health Information by telephone call to (562) 940-3335.

2.4.2 Written Report. E xcept as provided in Section 2.4.3, the initial telephonic notification shall be followed by written notification made without unreasonable delay and in no event later than three (3) business days from the date of discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach by the Business Associate to the Chief Privacy Officer at:

Chief Privacy Officer
Kenneth Hahn Hall of Administration
500 West Temple Street
Suite 525
Los Angeles, California 90012
HIPAA@auditor.lacounty.gov
(213) 974-2166

(a) The notification required by section 2.4 shall include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, Used, or Disclosed; and

(b) The notification required by section 2.4 shall include, to the extent possible, all information required to provide notification to the Individual under 45 C.F.R. 164.404(c), including:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any other details necessary to conduct an assessment of whether there is a r isk of harm to the Individual;

(iv) Any steps Business Associate believes that the Individual could take to protect him or herself from potential harm resulting from the breach;

(v) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to the Individual, and to protect against any further Breaches; and

(vi) The name and contact information for the person most knowledge regarding the facts and circumstances of the Breach.

If Business Associate is not able to provide the information specified in section 2.3.2 (a) or (b) at the time of the notification required by section 2.4.2, Business Associate shall provide such information promptly thereafter as such information becomes available.

2.4.3 Request for Delay by Law Enforcement. Business Associate may delay the notification required by section 2.4 if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security. If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay notification, notice, or posting for the time period specified by the official; if the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay notification, notice, or posting temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in paragraph (a) of this section is submitted during that time.

2.5 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement.

2.6 Breach Notification. Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information, provide Breach notification for each and every Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or subcontractors, in a manner that permits Covered Entity to comply with its obligations under Subpart D, Notification in the Case of Breach of Unsecured PHI, of the Privacy and Security Regulations, including:

(a) Notifying each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of such Breach;

(b) The notification required by paragraph (a) of this Section 2.6 shall include, to the extent possible:

(i) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;

(ii) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);

(iii) Any steps the Individual should take to protect him or herself from potential harm resulting from the Breach;

(iv) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individuals, and to protect against any further Breaches; and

(v) Contact procedures for Individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

(vi) The notification required by paragraph (a) of this section shall be written in plain language

Covered Entity, in its sole discretion, may elect to provide the notification required by this Section 2.6, and Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, including costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information.

2.7 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

2.8 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide

copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.9 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.

2.10 Accounting of Disclosures. Upon Covered Entity's request, Business Associate shall provide to Covered Entity an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or subcontractors, in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and/or the HITECH Act which requires an Accounting of Disclosures of Protected Health Information maintained in an Electronic Health Record for treatment, payment, and health care operations.

[*Optional, to be used when all Uses and Disclosures permitted in order to perform the Services will be for the Covered Entity's payment or health care operations activities:* However, Business Associate is not required to provide an Accounting of Disclosures that are necessary to perform the Services because such Disclosures are for either payment or health care operations purposes, or both.]

Any accounting provided by Business Associate under this Section 2.10 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Section 2.10, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Section 2.10 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528. If Business Associate maintains an Electronic Health Record, Business Associate shall provide such

information in electronic format to enable Covered Entity to fulfill its obligations under the HITECH Act.

2.11 Indemnification. Business Associate shall indemnify, defend, and hold harmless Covered Entity, including its elected and appointed officers, employees, and agents, from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, penalties and fines (including regulatory penalties and/or fines), and expenses (including attorney and expert witness fees), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement; Business Associate's obligations under this provision extend to compliance and/or enforcement actions and/or activities, whether formal or informal, of Secretary of the federal Department of Health and Human Services and/or Office for Civil Rights.

3.0 OBLIGATION OF COVERED ENTITY

3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

4.1 Term. The term of this Business Associate Agreement shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.4, 2.5, 2.6, 2.7, 2.8, 2.9, 2.10, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon either party's knowledge of a material breach by the other party, the party with knowledge of the other party's breach shall:

(a) Provide an opportunity for the breaching party to cure the breach or end the violation and terminate this Agreement if the breaching party does not cure the breach or end the violation within the time specified by the non-breaching party;

(b) Immediately terminate this Agreement if a party has breached a material term of this Agreement and cure is not possible; or

(c) If neither termination nor cure is feasible, report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration.

(a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

5.1 No Third Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Business Associate Agreement.

5.3 Relationship to Services Agreement Provisions. In the event that a provision of this Business Associate Agreement is contrary to another provision of this Agreement, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of this Agreement.

5.4 Regulatory References. A reference in this Business Associate Agreement to a section in the Privacy or Security Regulations means the section as in effect or as amended.

5.5 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.

5.6 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations and other privacy laws governing Protected Health Information.

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CHARITABLE CONTRIBUTIONS CERTIFICATION

COMPANY NAME	ACCURATE COURIER SERVICES, INC.
ADDRESS	11022 Santa Monica Blvd. Suite 100 Los Angeles, CA 90025
Internal Revenue Service Employer Identification Number	20-1942981
California Registry of Charitable Trusts "CT" number (if applicable)	

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

☒ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature _____ Date 07/18/2011

Joseph Yamini, President & Chief Executive Officer
Name and Title of Signer (please print)